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NEW DELHI, SATURDAY, JULY 29, 1995/SRAVANA 7, 1917

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 12 जुलाई, 1995

का. आ. 2055:—आतंकवादी एवं विध्वंसकारी गतिविधियों
(निवारक) अधिनियम, 1987 (1987 का 28) की धारा
13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने
हुए, केन्द्रीय सरकार उक्त अधिनियम के अंतर्गत श्री आर.
के. हांडा, अधिवक्ता, चंडीगढ़ (पंजाब), को मामला आरसी
1/87/एस आईयू-2/एस आई सी-2/सीबीआई/एमपीई/नई दिल्ली
और उसमें जुड़े अथवा उसके साथ घटित अन्य मामलों को
गठित नामित न्यायालय लुधियाना में संचालित करने के लिए
विशेष लोक अभियोजक नियुक्त करती है।

[संख्या 225/4/95-एवीडी-II]

एस. सौंदर राजन, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel and Training)
New Delhi, the 12th July, 1995

S.O. 2055.—In exercise of the powers conferred by the
proviso to sub-section (1) of Section 13 of the Terrorist and
Disruptive Activities (Prevention) Act, 1987 (Act No. 28 of
1987) the Central Government hereby appoints Shri R. K.
Handa, Advocate, Chandigarh (Punjab) as Special Public
1708 G1/5

Prosecutor for conducting case RC No. 187-SIU.II[SIC.II]
CH/SPE/New Delhi and any other matter connected there-
with or incidental thereto, in the Designated Court at Ludhiana
constituted under the provisions of Section 9 of Terrorist
and Disruptive Activities (Prevention) Act, 1987.

[No. 225/4/95-AVD.II]

S. SUNDAR RAJAN, Under Secy.

(वित्त मंत्रालय)

(राजस्व विभाग)

आदेश

नई दिल्ली, 27 जून, 1995

स्टाम्प

का. आ. 7056:—भारतीय स्टाम्प अधिनियम, 1899
(1899 का 2) की धारा 9 की उपधारा (1) के खंड
(क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार
एतद्वारा उस शुल्क को माफ करती है जो ग्रामीण विद्युती-
करण निगम लिमिटेड, नई दिल्ली द्वारा जारी किए गए केवल
तीस करोड़ रु. के मूल्य के 4001 में 4150 और 5001
में 5057 तक की विविध संख्या वाले 12.5 आर ई सी
वधपत्र 2004 (XXVII) श्रृंखला के रूप में वर्णित बंधपत्रों
पर उक्त अधिनियम के अंतर्गत प्रभार्य है।

[सं. 15/95-स्टाम्प-फा. सं. 33/15/95-बि. क.]

एस. कुमार, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 27th June, 1995

STAMPS

S.O. 2056.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits duty with which the bonds described as 12.5% REC Bonds—2004 (XXVII Series) of the value of rupees thirty crores bearing distinctive Numbers 4001 to 4150 and 5001 to 5057 only issued by Rural Electrification Corporation Limited, New Delhi are chargeable under the said Act.

[No. 15/95-Stamps-F. No. 33/15/95-SI]

S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 12 जुलाई, 1995

का. आ. 2057.—भारत सरकार के संयुक्त सचिव ने जिसे विदेशी मुद्रा-संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा के अधीन आदेश का. सं. 673/105/93—सी. शु. दिनांक 13-10-1993 को यह निदेश जारी किया था कि श्री देवराज सुपुत्र श्री सेन दास, गांव-मेनका, तहसील—सुन्दरबनी, जिला—राजौरी, जम्मू एवं कश्मीर को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, जम्मू में अभिरक्षा में रखा जाए ताकि उसे भविष्य में माल की तस्करी एवं तस्करीत माल को छुपाने के कार्य से रोका जा सके।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके ;

8. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि पूर्वोक्त व्यक्ति इस आदेश के आसकीय राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस आयुक्त/डायरेक्टर जनरल पुलिस, जम्मू के समक्ष हाजिर हो।

[का. सं. 673/105/93—सी. शु. — 8]

ए. के. सिन्हा, अवर सचिव

New Delhi, the 12th July, 1995

ORDER

S.O. 2057.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/105/93-Cus. VIII dated 13-10-1993 under the said sub-section directing that Sri Dev Raj S/o Shri Sain Dass, R/o Village Menka, Tehsil : Sunderbani, District : Rajouri, Jammu & Kashmir be detained and kept in custody in the Central Prison Jammu with a view to preventing him from smuggling and engaging in concealing of smuggled goods in future ;

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed:

3. Now therefore, in exercise of the power conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person

to appear before the Commissioner/Director General of Police, Jammu and Kashmir within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/105/93-Cus. VIII]

A. K. SINHA, Under Secy.

आदेश

नई दिल्ली, 12 जुलाई, 1995

का. आ. 2058.—भारत सरकार के संयुक्त सचिव ने जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा के अधीन आदेश का. सं. 673/84/90—सी. शु. —8 दिनांक 23-3-1990 को यह निदेश जारी किया था कि श्री एस. एस. सुबैर उर्फ सुबी सुपुत्र सैनुद्दीन (1) हाउस नं. 14/225 श्रमवीकी हाउस, कोचीन मुनीवरस्टी पी आ. कलमासेरी पंचायत कोचीन—22 (2) मैसर्स क्लासिक इंटर्प्राइज न. 37/1132 मेथर बाजार, बराडवे इरनाकुलम, कोचीन—31 (3) मैसर्स कोचीन छोड सेंटर, बराडवे लाईन, इरनाकुलम, कोचीन—31 को निरुद्ध कर लिया जाए और केन्द्रीय कारागार त्रिवेन्द्रम में अभिरक्षा में रखा जाए ताकि उसे विदेशी मुद्रा के सवर्धन के अनुकूल कार्य करने में रोका जा सके।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिसमें उक्त आदेश का निष्पादन नहीं हो सके ;

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि पूर्वोक्त व्यक्ति इस आदेश के आसकीय राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस आयुक्त/डायरेक्टर जनरल पुलिस, मद्रास के समक्ष हाजिर हो।

[का. सं. 673/84/90—सी.शु.—8]

रूपचन्द्र, अवर सचिव

ORDER

New Delhi, the 12th July, 1995

S.O. 2058.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/84/90-Cus. VIII dated 23-3-1990 under the said sub-section directing that Shri S. S. Subair @ Subi S/o Shri S.S. Sainudeen (i) House No. XIV/225, Srmbikai House, Cochin University P.O. Kalamassery Panchayat, Cochin-22 (ii) M/s. Classic Enterprises, No. 37/11/32, Methar Bazar, Broadway, Ernakulam, Cochin-31 (iii) M/s. Cochin Thread Centre, Ernakulam, Cochin-31 Broadway Lane, be detained and kept in custody in the Central Prison Trivandrum with a view to preventing him from acting in any manner prejudicial to the augmentation of foreign exchange.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now therefor, in exercise of the powers conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner/Director General of Police, Kerala Trivandrum within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/84/90-Cus.VIII]
ROOP CHAND, Under Secy.

आदेश

नई दिल्ली, 14 जुलाई, 1995

का. आ. 2059:—भारत सरकार के संयुक्त सचिव ने जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा के अधीन आदेश फा. सं. 673/19/95-सी. शु. - 8 दिनांक 7-2-1995 को यह निर्देश जारी किया था कि श्री परमजीत सिंह उर्फ कारेज सुपुव श्री सुहावा सिंह, पता—दुगरी, पोस्ट आ. धोतियन, जिला अमृतसर, पंजाब (2) 167 बी, वीमा नगर, जालन्धर (पंजाब) को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, जालन्धर में अभिरक्षा में रखा जाए ताकि उसे भविष्य में विदेशी मुद्रा के संवर्धन के कोई भी कार्य करने से रोका जा सके।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके;

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि पूर्वोक्त व्यक्ति इस आदेश के शासकीय राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस आयुक्त/डायरेक्टर जनरल पुलिस जालन्धर के समक्ष हाजिर हों।

[फा. सं. 673/19/95 - सी. शु. - 8]

रूप चन्द, अवसर सचिव

ORDER

New Delhi, the 14th July, 1995

S.O. 2059.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/19/95-Cus. VIII dated 7-2-1995 under the said sub-section directing that Shri Paramjit Singh @ Karaj S/o Shri Suhawa Singh R/o Dugri, P.O. Dhottian Distt, Anritsar (Punjab). (ii) 167-B, Cheema Nagar, Jalandhar (Punjab) be detained and kept in custody in the Central Prison Jalandhar with a view to preventing him from acting in any manner prejudicial to the augmentation of foreign exchange in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now therefore, in exercise of the power conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner/Director General of Police, Jalandhar within 7 days of the publication of this order in the official Gazette.

[F. No. 673/19/95-Cus. VIII]
ROOP CHAND, Under Secy.

आदेश

नई दिल्ली, 14 जुलाई, 1995

का. आ. 2060:—भारत सरकार के संयुक्त सचिव ने जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा के अधीन आदेश फा. सं. 673/9/95-सी. शु. - 8 दिनांक 9-1-95 को यह निर्देश जारी किया था कि श्री पृथ्वीराज असुलाल सेठ सुपुव श्री असुलाल सेठ कमरा न. 10, जंग सन्स बिल्डिंग, नवजीवन सोसाईटी के सामने, लैमिंगटन रोड, बम्बई - 7 (2) 110, राजदीप बिल्डिंग, तारा मंदिर लाईन, लैमिंगटन रोड, बम्बई-7 (3) 202-ए, अधीनाथ अपार्टमेंट, दूसरी मजिल, तारवीऊ, बम्बई - 400001 को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, बम्बई में अभिरक्षा में रखा जाए ताकि उसे भविष्य में विदेशी मुद्रा के संवर्धन के कोई भी कार्य करने से रोका जा सके।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके;

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम, की धारा 7 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि पूर्वोक्त व्यक्ति इस आदेश के शासकीय राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस आयुक्त/डायरेक्टर जनरल पुलिस, बम्बई के समक्ष हाजिर हों।

[फा. सं. 673/9/95 - सी. शु. - 8]

रूप चन्द, अवसर सचिव

ORDER

New Delhi, the 14th July, 1995

S.O. 2060.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/9/95-Cus. VIII, dated 9-1-1995 under the said sub-section directing that Shri Prithviraj Asulal Seth S/o Asulal Seth, Room No. 10, 1st Floor, Jainsons Building, Opp. Navjivan Society, Lamington Road, Bombay-7 (ii) 110, Rajdeep Building, Tara Temple Lane, Lamington Road, Bombay-7 (iii) 202-A, Adinath Apartments, 2nd Floor, Tardeo, Bombay-1 be detained and kept in custody in the Central Prison Bombay with a view to preventing him from acting in any manner prejudicial to the augmentation of foreign exchange in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now therefore, in exercise of the power conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner/Director General of Police, Bombay within 7 days of the publication of this order in the official Gazette.

[F. No. 673/9/95-Cus. VIII]
ROOP CHAND, Under Secy.

आदेश

नई दिल्ली, 20 जुलाई, 1995

का. आ. 2061.—भारत सरकार के संयुक्त सचिव ने, जिसे विदेशी मुद्रा संरक्षण और नक्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अधीन विशेष रूप से सशक्त किया गया है, उक्त उपधारा के अधीन आदेश का सं. 673/94/91-सी.शु.-8 दिनांक 7-2-91 को यह निदेश जारी था कि श्री गुलाम हुसैन कासम मोरीया, छा छा मुहल्ला, पो. रैंडर, जिला—सूरत गुजरात, को निरुद्ध कर लिया जाए और केन्द्रीय कारागार साबरमती अभिरक्षा में रखा जाए ताकि उसे ऐसा कोई भी कार्य करने से रोका जा सके जो विदेशी मुद्रा के संवर्धन के लिए हानिकारक हो।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके;

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पूर्वोक्त व्यक्ति उक्त आदेश के शासकीय राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस आयुक्त, अहमदाबाद के समक्ष हाजिर हो।

[फा. सं. 673/94/91-सी.शु.-8]
रूप चन्द, अवर सचिव

ORDER

New Delhi, the 20th July, 1995

S.O. 2061.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued under F. No. 673/94/91-Cus. VIII dated 7-2-1991 under the said sub-section directing that Shri Gulam Hussain Cessam Moreea, Chha-Chha Mohalla, P.O. Rander, Distt. Surat, Gujarat be detained and kept in custody in the Central Prison, Sabarmati with a view to preventing him from acting in any manner prejudicial to the augmentation of foreign exchange;

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now therefore, in exercise of the power conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner/Director General of Police, Ahmedabad within 7 days of the publication of this order in the official Gazette.

[F. No. 673/94/91-CUS. VIII]
ROOP CHAND, Under Secy.

आर्थिक कार्य विभाग

(बैंकिंग प्रभाग)

नई दिल्ली, 13 जुलाई, 1995

सा.का.नि. 2062.—भारतीय औद्योगिक पुनर्निर्माण बैंक अधिनियम, 1984 (1984 का 62) की धारा 2 के

खंड (स) के उपखंड (2) की मद (ii) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खंड के प्रयोजनार्थ पुष्पोत्पादन संबंधी कार्यकलाप को "औद्योगिक कारबार" के रूप में विनिर्दिष्ट करती है।

व्याख्या—"पुष्पोत्पादन" पुष्प की खेती, अभिक्रिया और पैकेजिंग या पुष्पों से संबंधित ऐसी कोई अन्य प्रक्रिया शामिल है जिसका संबंध मूल्य योजित कार्यकलाप से है।

[एफ. सं. 1(4)/95-आईएफ-II]

वी. पी. भारद्वाज, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 13th July, 1995

S.O. 2062.—In exercise of the powers conferred by item (ii) of clause (2) of clause (i) of Section 2 of the Industrial Reconstruction Bank of India Act, 1984 (62 of 1984), the Central Government hereby specifies the activity of floriculture as an "industrial concern" for the purposes of the said clause.

Explanation—"Floriculture" includes the cultivation, treatment and packaging of flowers or any other process connected with flowers which result in a value added activity.

[F. No. 1(4)/95-IF-II]

V. P. BHARDWAJ, Under Secy.

नई दिल्ली, 19 जुलाई, 1995

का.आ. 2063.—भारतीय व्यास अधिनियम, 1882 (1882 का 2) की धारा 2 के खंड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा पुनः उक्त धारा के प्रयोजनों के लिए प्रतिभूति के रूप में भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) के तहत गठित भारतीय स्टेट बैंक द्वारा जारी किए गए 500 करोड़ रुपये के संकलित मूल्य के प्रत्येक 1000 रुपये के अंकित मूल्य के बचतपत्रों की प्रकृति के 50,00,000 अप्रतिभूत माधनीय, अधीनस्थ प्लवमान व्याज-दर बांडों को प्राधिकृत, करती है और उक्त प्रयोजन के लिए भारत सरकार, वित्त-मंत्रालय (आर्थिक कार्य विभाग) निवेश प्रभाग को दिनांक 16 दिसंबर, 1995 की अधिसूचना संख्या एम.प्रो. 685 में निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में,—

(क) "50,00,000" अंकों के लिए "1000,00,000" अंकों को प्रतिस्थापित किया जाएगा;

(ख) "500 करोड़ रुपये" शब्दों और अंकों के लिए "1000 करोड़ रुपये" प्रतिस्थापित किया जाएगा।

[एफ. सं. एम. 4(46)/सा.मा.आदि./93]

रमा मुरलि, संयुक्त सचिव

New Delhi, the 19th July, 1995

S.O. 2063.—In exercise of the powers conferred by clause (f) of section 20 of the Indian Trust Act, 1882 (2 of 1882), the Central Government hereby further authorises the 50,00,000 Unsecured, Redeemable, Subordinated Floating Interest Rate Bonds in the nature of promissory notes of the face value of rupees 1000 each of the aggregate value of rupees 500 crores issued by the State Bank of India, constituted under State Bank of India Act, 1955 (23 of 1955), as a security for the purposes of the said section and makes following amendments for the said purpose in the notification of the Government of India, Ministry of Finance (Department of Economic Affairs) (Investment Division) number S.O. 685 dated the 16th December, 1995, namely :—

In the said notification,—

- for the figures "50,00,000" the figures "100,00,000" shall be substituted;
- for the words and figures "rupees 500 crores" the words and figures "rupees 1000 crores" shall be substituted.

[F. No. S. 4(46)/CCI/93]
RAMA MURALI, It. Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 14 जुलाई, 1995

का.आ. 2064.—केन्द्रीय सरकार, निर्यात (व्यापित्री नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, निर्यात निरीक्षण परिषद् अंशदायी भविष्य निधि नियम, 1986 का और संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात् :—

- (1) इन नियमों का संक्षिप्त नाम निर्यात निरीक्षण परिषद् अंशदायी भविष्य निधि (संशोधन) नियम, 1995 है।

नागरिक पूति, उपभोक्ता मामले और सार्वजनिक वितरण मंत्रालय

भारतीय मानक ब्यूरो

नई दिल्ली, 10 जुलाई, 1995

का. आ. 2065:—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) की खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस/जिन भारतीय मानक/मानकों, का/कि विवरण नीचे अनुसूची में दिया गया है/दिए गए हैं, वह/वे स्थापित हो गया है/हो गए हैं।

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कां) की संख्या वर्ष और शीर्षक	नए भारतीय मानक द्वारा अतिरिक्त भारतीय मानक अथवा मानकों; यदि कोई हो, की सं. और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 1699: 1995 खाद्य रंगों के लिए नमूने लेने और परीक्षण की पद्धतियां (दूसरा पुनरीक्षण)	आईएस 1699: 1974	1995-02-28
2.	आईएस 1750: 1995 निम्नापित मैग्नेसाइट का घना — विशिष्टि (तीसरा पुनरीक्षण)	आईएस 1750: 1983	1995-03-31

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. निर्यात निरीक्षण परिषद् अंशदायी भविष्य निधि नियम, 1986 के नियम 27 के उप-नियम (2) में "जिसका विनिश्चय उस पर अंतिम होगा" शब्द का लोप किया जाएगा।

[मिसिल नं. 1/41/87-ई आई एंड ई पी]

कुमारी सुमा सुबबन्ना, निदेशक

टिप्पण :— मूल नियम का आ.नं. स. 3329, तारीख 27 सितंबर, 1986 द्वारा अधिसूचित किए गए थे और उसमें का.आ. 592, तारीख 1 अप्रैल, 1989 तथा का.आ. सं. 1477, तारीख 21-6-1993 द्वारा संशोधन किए गए।

MINISTRY OF COMMERCE

New Delhi, the 14th July, 1995

S.O. 2064.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules further to amend the Export Inspection Council Contributory Provident Fund Rules, 1986, namely :

- (1) These rules may be called the Export Inspection Council Contributory Provident Fund (Amendment) Rules, 1995.
- (2) They shall come into force on the date of their publication in the Official Gazette.

2. In rule 27 of the Export Inspection Council Contributory Provident Fund Rules, 1986, in sub-rule (2), the words "whose decision therein shall be final" shall be omitted.

[F. No. 1/41/87-EI&EP]

KUM. SUMA SUBBANNA, Director

Note : The principal rules were notified vide No. S.O. 3329 dated the 27th September, 1986 and further amended vide S.O. 592 dated 1st April, 1989 and S.O. 1477 dated 21-6-1993.

(1)	(2)	(3)	(4)
3.	आईएस 1943: 1995 वस्त्रादि-ए-ट्विल पटसन के बारे-विशिष्ट (दूसरा पुनरीक्षण)	आईएस 1743: 1964	1995-04-30
4.	आईएस 2061: 1995 साइकिल-अगला चिमटा-विशिष्ट (पहला पुनरीक्षण)	आईएस 2061: 1962	1995-03-31
5.	आईएस 2501: 1995 डोस कपित तांबे की सामान्य इंजीनियरी प्रयोजनों के लिए नलिकाएं-विशिष्ट (तीसरा पुनरीक्षण)	आईएस 2501: 1985	1995-03-31
6.	आईएस 2556 (भाग 9): 1995 कांचाभ स्वच्छता साधन (कांचाभ चीनी मिट्टी)-विशिष्ट भाग 9 पिडस्टल प्रकार की बिड़टों की विशिष्ट अपेक्षाएं (चौथा पुनरीक्षण)	आईएस 2556 (भाग 9): 1979	1995-04-30
7.	आईएस 3101: 1995 ऐल्युमिनियम की दबने वाली ट्यूब-विशिष्ट (दूसरा पुनरीक्षण)	आईएस 3101: 1979	1995-02-28
8.	आईएस 3234 (भाग 2): 1995 सिरिजों, सूइयों तथा अन्य निक्किस्कीय उपकरणों के लिए 6% (लुबर) टेपर वृक्त अक्षवाकार फिटिंग भाग 2 लाक फिटिंग	आईएस-	1995-03-31
9.	आईएस 4021: 1995 लकड़ी के दरवाजे, खिड़की और रोजनदान के चाबट-विशिष्ट (तीसरा पुनरीक्षण)	आईएस 4021: 1983	1995-03-31
10.	आईएस 6256: 1995 कोशीय मिरे वाले कोशीय मिनिंग कटर-विशिष्ट (पहला पुनरीक्षण)	आईएस 6256: 1971	1995-03-31
11.	आईएस 7904: 1995 डब्ब काजिन इस्पात के तार सारण-विशिष्ट (पहला पुनरीक्षण)	आईएस 7904: 1975	1995-04-30
12.	आईएस 8534 (भाग 4): 1995 खान टब युग्मन और बर्षण गलाकाएं भाग 4 एफ बैकल और लिंक टाइप (पहला पुनरीक्षण)	आईएस 8534 (भाग 4): 1977	1995-04-30
13.	आईएस 10366: 1995 वाच केसिस क्रिस्टल और डायल ओपनिंग व्यास-आयाम (पहला पुनरीक्षण)	आईएस 10366: 1982	1995-03-31
14.	आईएस 10914 (भाग 5): 1995 स्वचल वाहन-हवा परे टायर भाग 5 वर्कण और लुअ्य प्लार्ई के टायरों के लिए परीक्षण पद्धति (पहला पुनरीक्षण)	आईएस 10914 (भाग 5): 1988	1995-04-30
15.	आईएस 11845 (भाग 2): 1995 तरल पावर नंत्रों के लिए तरल परिपथ भाग 2 तर्क प्रतीकों से संबंधित पूति और निष्कासन के प्रतीक (पहला पुनरीक्षण)	---	1995-02-28
16.	आईएस 12232 (भाग 2): 1995 सिचाई उपस्कर-पूणी फुहारक भाग 2 एकरूप वितरण की परीक्षण पद्धति (पहला पुनरीक्षण)	आईएस 12232 (भाग 2): 1987	1995-04-30
17.	आईएस 19127: 1995 रयब उपयोग के लिए सबुनगलों (रजाहीन) उपस्कर-विशिष्ट	---	1995-02-28

(1)	(2)	(3)	(4)
18.	आईएस 14194 (भाग 4) : 1994 पर्यावरण तमनों में रेडियोन्यूक्लाइड्स आकलन की पद्धतियां भाग 4 रेडियम	आई एस 12232 (भाग 2) : 1987	1994-12-31
19.	आईएस 14231 (भाग 4) : 1995 टेलीविजन और ध्वनि संकेतों के लिए केबलकृत वितरण तंत्र --- विशिष्ट भाग 4 निष्क्रिय समाक्ष वाइडबैंड संघटक	---	1995-03-31
20.	आईएस 14236 : 1995 तरल शक्ति तंत्र प्रयोगों के लिए पारस्परिक सील - परीक्षण पद्धति	---	1995-03-31
21.	आईएस 14237 : 1995 तरल शक्ति अनु-प्रयोगों के लिए सममितीय और असममितीय ओण्ड वाली यू-प्रकार की सील - विशिष्ट	---	1995-04-30
22.	आईएस 14239 : 1995 अस्थि वेधीय उपकरण --- वेधीय यंत्र पेचतराश और काउंटरमिंक कर्तक	---	1995-02-28
23.	आईएस 14240 : 1995 शल्य चिकित्सा के लिए अन्तर्रोपण - सूचनांकन, पैकेजबंदी तथा लेबल लगाने की सामान्य अपेक्षाएं	---	1995-02-28
24.	आईएस 14242 : 1995 पूर्वदानी प्रबलित कांकीट प्ल पैनल का उपयोग कर छत का निर्माण --- रीति संहिता	---	1995-03-31
25.	आईएस 14245 : 1995 उष्मा उपचार भट्टियों के लिए संरक्षी वायुमंडल --- सिफारिशें	---	1995-03-31
26.	आईएस 14248 : 1995 बैरेजों और धियरों के उप-करणीकरण के मार्गदर्शी सिद्धान्त	---	1995-04-30
27.	आईएस 14250 : 1995 एटोफेनोक्स, ईसी - विशिष्ट	---	1995-03-31
28.	आईएस 14255 : 1995 वायवीय गुच्छित केबल - 1100 वोल्ट तक और सहित की कार्यकारी वोल्टता के लिए - विशिष्ट	---	1995-04-30
29.	आईएस 14260 : 1995 कांच और कांच - खीती मिट्टी - नूप कठोरता परीक्षण	---	1995-03-31
30.	आईएस 14264 : 1995 केबलकृत वितरण तंत्र पर उपग्रह संकेत वितरण --- विशिष्ट	---	1995-03-31
31.	आईएस 14270 (भाग I) : 1995 पोत निर्माण - समुद्री जहाजों के लिए अतिशवाजी द्वारा विपत्ति संकेत भाग I सामान्य अपेक्षाएं	---	1995-03-31

इन मानकों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली - 110002 और क्षेत्रीय कार्यालयों बम्बई, कलकत्ता, कोयम्बतूर तथा मद्रास और शाखा कार्यालयों अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, लखनऊ, पटना और थिरुवनन्थापुरम, गाजियाबाद तथा परीधानाथ में बिक्री हेतु उपलब्ध हैं।

[पं. के. प्र. धि/13 : 2]

एस. के. कर्मकार, अपर सहायक

MINISTRY OF CIVIL SUPPLIES CONSUMER AFFAIRS & PUBLIC DISTRIBUTION

BUREAU OF INDIAN STANDARDS

New Delhi, the 10th July, 1995

S.O. 2065 .—In pursuance of clause(b) of Sub-rule(1) of Rule 7 of the Bureau of Indian Standards Rules 1987, the Bureau of Indian Standards hereby notifies that the Indian Standard(s), particulars of which is/are given in the Schedule hereto annexed, has/have been established on the date indicated against each:

SCHEDULE

Sl. No.	No. year and Title of the Indian Standard(s) Established	No. and year of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 1699 : 1995—Methods of sampling and test for food colours (Second Revision)	IS 1699 : 1974	1995-02-28
2.	IS 1750 : 1995—Dead-burned pea magnesite —specification (Third Revision)	IS 1750 : 1983	1995-03-31
3.	IS 1943 : 1995—Textiles-A-Twill jute bags —specification (Second Revision)	IS 1743 : 1964	1995-04-30
4.	IS 2061 : 1995—Bicycle-Front forks —specification (First Revision)	IS 2061 : 1962	1995-03-31
5.	IS 2501 : 1995—Solid drawn copper Tubes for general, engineering purposes—specification (Third Revision)	IS 2501 : 1985	1995-03-31
6.	IS 2556 (Part 9) : 1995—Vitreous sanitary appliances (Vitreous China)—specification Part 9 Specific requirements of pedestal type bidets (Fourth Revision)	IS 2556 (Pl. 9): 1979	1995-04-30
7.	IS 3101 : 1995—Aluminium collapsible tubes—specification (Second Revision)	IS 3101 : 1979	1995-02-28
8.	IS 3234 (Part 2): 1995—Conical fittings with $\Lambda 6\%$ (LUER) taper for syringes, needles and certain other medical equipment Part 2 Lock fittings		1995-03-31
9.	IS 4021 : 1995—Timber door, window and ventilator frames—specification (Third Revision)	IS 4021 : 1983	1995-03-31
10.	IS 6256 : 1995—Shell and single angle milling cutters—specification (First Revision)	IS 6256 : 1971	1995-03-31
11.	IS 7904 : 1995—High Carbon steel wire rods —specification (First Revision)	IS 7904 : 1975	1995-04-30

(1)	(2)	(3)	(4)
12. IS 8534 (Part 4): 1995—Mine tub couplings and drawbars Part 4 F-Shackle and link type (First Revision)	IS 8534 (Pt. 4): 1977		1995-04-30
13. IS 10366 : 1995—Watch cases-crystal and dial opening diameters—dimensions (First Revision)	IS 10366 : 1982		1995-03-31
14. IS 10914 (Part 5) : 1995—Automotive vehicles—Pneumatic types Part 5 method of test for diagonal and radial PLY types (First Revision)	IS 10914 (Pt. 5): 1988		1995-04-30
15. IS 11845 (Part 2): 1995—Fluid logic circuits for fluid power systems Part 2 Symbols for supply and exhausts as related to logic symbols (First Revision)	---		1995-02-28
16. IS 12232 (Part 2): 1995—Irrigation equipment—rotating sprinkler Part 2 Test method for uniformity of distribution (First Revision)	IS 12232 (Pt.2) : 1987		1995-04-30
17. IS 14127 : 1995—Insoluble (Amorphous) sulphur for rubber industry—specification	---		1995-02-28
18. IS 14194 (Part 4): 1994—Radionuclides in environmental samples—methods of estimation Part 4 Radium	---		1994-12-31
19. IS 14231 (Part 4): 1995—Cabled distribution systems for television and sound signals—specification Part 4 Passive coaxial wideband distribution components	---		1995-03-31
20. IS 14236 : 1995—Seals for reciprocating applications used in Fluid power systems—methods of test	---		1995-03-31
21. IS 14237 : 1995—U-Type seals with asymmetrical and symmetrical lips used for fluid power application—specification	---		1995-04-30
22. IS 14239 : 1995—Orthopaedic drilling instruments—drill bits, taps and countersink cutters	---		1995-02-28
23. IS 14240 : 1995—Orthopaedic implants—General requirements for marking, packaging and labelling	---		1995-02-28
24. IS 14242 : 1995—Design and construction of roofs using precast reinforced concrete L-Panels—Code of practice	---		1995-03-31
25. IS 14245 : 1995—Projective atmosphere for heat treatment furnaces—recommendations	---		1995-03-31
26. IS 14248 : 1995—Guidelines for instrumentation of barrages and weirs	---		1995-04-30
27. IS 14250 : 1995—Etofenprox, EC—specification	---		1995-03-31
28. IS 14255 : 1995—Aerial bunched cables—For working voltages up to and including 1100 Volts—specification	---		1995-04-30

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| 29. IS 14260 : 1995—Glass and glass-ceramics—Knoop hardness test | 1995-03-31 |
| 30. IS 14264 : 1995—Satellite signal distribution on cabled distribution systems —specification | 1995-03-31 |
| 31. IS 14270 (Part 1) : 1995—Shipbuilding—Pyrotechnic distress signals for ships
Part 1 General Requirements | 1995-03-31 |

Copies of these Indian Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Calcutta, Chandigarh, Madras, Bombay, and also Branch Offices : Ahmadabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Faridabad, Ghaziabad, Guwahati, Hyderabad, Jaipur, Kanpur, Lucknow, Patna, Thiruvananthapuram.

[No. CMD/13 : 2]

S.K. KARMAKAR, Addl. Director General

कोयला मंत्रालय

शुद्धि-पत्र

नई दिल्ली, 11 जुलाई, 1995

MINISTRY OF COAL

CORRIGENDUM

New Delhi, the 11th July, 1995

का.आ. 2066.—भारत के राजपत्र भाग-II, खंड-3, उपखंड (ii), तारीख 1 अक्टूबर, 1994 में पृष्ठ 3745 से 3746 पर प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना सं.का.आ. 2527 तारीख 1 सितंबर, 1994 में :— पृष्ठ 3745 पर

1. अनुसूची में "पंच क्षेत्र" के स्थान पर "पंचक्षेत्र" पढ़िए।
2. और टिप्पणियां स्तम्भ के नीचे "भाग" के स्थान पर "भाग" पढ़िए।
3. और कुल क्षेत्र में "या 210.00 एकड़" के स्थान पर "या 210.03 एकड़" पढ़िए।

[सं. 43015/14/94-एल.एस.डब्ल्यू.]

नरेन्द्र भगत, निदेशक

S.O. 2066.—In the notification of the Government of India in the Ministry of Coal number S.O. 2527, dated the 1st September, 1994, published at pages 3745 to 3756 of the Gazette of India, Part-II, Section-3, Sub-section (ii) dated the 1st October, 1994,

at page 3746 :

in the schedule, (i) in line 3, for "Madhaya Pradesh" read "Madhya Pradesh", (ii) in line 4, for "dated the 1-6-1294" read "dated the 1-6-1994".

[No. 43015/14/94-LSW]

N. BHAGAT, Director

नई दिल्ली, 11 जुलाई, 1995

का.आ. 2067.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और भारत के राजपत्र, भाग 2, खंड 3 उपखंड (II), तारीख 31 दिसम्बर, 1977 के पृष्ठ 4504 और 4505 पर प्रकाशित भारत सरकार के तत्कालीन ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का.आ. 4016, तारीख 30 नवम्बर, 1977 को अधिक्रान्त करते हुए, नीचे दी गई सारणी के स्तंभ (1) में उल्लिखित अधिकारियों को जो सरकार के राजपत्रित अधिकारियों की पंक्ति के समतुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी नियुक्त करती है, जो उक्त सारणी के स्तंभ (2) में विनिर्दिष्ट सरकारी स्थानों के प्रवर्गों की बाबत, उक्त अधिनियम द्वारा या उसके अधीन संपदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग और उन पर अधिरोपित कर्तव्यों का पालन अपनी-अपनी अधिकारिता की स्थानीय सीमाओं के भीतर करेंगे।

सारणी

अधिकारी का पदनाम	सरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं
1	2
1. (i) प्रबंधक विधि, ईस्टर्न कोलफील्ड्स लि. (मुख्यालय), ईस्टर्न कोलफील्ड्स लि., सेंटोरिया, जिला बर्दवान। (ii) खान अधीक्षक, भू-राजस्व (मुख्यालय) ईस्टर्न कोलफील्ड्स लि., सेंटोरिया, जिला बर्दवान।	बिहार राज्य और पश्चिमी बंगाल ईस्टर्न कोलफील्ड्स लि. के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए या अधिग्रहण किए गए स्थान (जिसके अंतर्गत ईस्टर्न कोलफील्ड्स लि. के मुख्यालय काम्पलेक्स, सेंटोरिया, झाकघर-दिशेरगढ़, जिला बर्दवान, के स्थान भी हैं)।
2. (i) क्षेत्र प्रबंधक (परियोजना, संनिर्माण और विकास), ईस्टर्न कोलफील्ड्स लि. का पंडावेश्वर क्षेत्र। (ii) क्षेत्र कार्मिक प्रबंधक, ईस्टर्न कोलफील्ड्स लि. का पंडावेश्वर क्षेत्र।	झंजरा परियोजना के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए स्थान। पश्चिमी बंगाल राज्य में ईस्टर्न कोलफील्ड्स लि. का क्षेत्र।
3. (i) क्षेत्र प्रबंधक (परियोजना, संनिर्माण और विकास), ईस्टर्न कोलफील्ड्स लि. का झंजरा परियोजना क्षेत्र। (ii) क्षेत्र कार्मिक प्रबंधक, ईस्टर्न कोलफील्ड्स लि. का झंजरा परियोजना क्षेत्र।	पश्चिम बंगाल राज्य में ईस्टर्न कोलफील्ड्स लि. के पंडावेश्वर क्षेत्र के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए स्थान।
4. (i) क्षेत्र प्रबंधक (परियोजना, संनिर्माण और विकास) ईस्टर्न कोलफील्ड्स लि. का केंडा क्षेत्र। (ii) क्षेत्र कार्मिक प्रबंधक, ईस्टर्न कोलफील्ड्स लि. का केंडा क्षेत्र।	पश्चिमी बंगाल राज्य में ईस्टर्न कोलफील्ड्स लि. के बंकोला क्षेत्र के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए स्थान।
5. (i) क्षेत्र प्रबंधक (परियोजना, संनिर्माण और विकास), ईस्टर्न कोलफील्ड्स लि. का अंकोला क्षेत्र। (ii) क्षेत्र कार्मिक प्रबंधक, ईस्टर्न कोलफील्ड्स लि. का बंकोला क्षेत्र।	पश्चिमी बंगाल राज्य में ईस्टर्न कोलफील्ड्स लि. के केंडा क्षेत्र के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए स्थान।
6. (i) क्षेत्र प्रबंधक, (परियोजना, संनिर्माण और विकास), ईस्टर्न कोलफील्ड्स का सोनपुर क्षेत्र। (ii) क्षेत्र कार्मिक, प्रबंधक, ईस्टर्न कोलफील्ड्स लि. का सोनपुर क्षेत्र।	पश्चिमी बंगाल राज्य में ईस्टर्न कोलफील्ड्स लि. के कजोरा क्षेत्र के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए स्थान।
7. (i) क्षेत्र प्रबंधक (परियोजना संनिर्माण और विकास), ईस्टर्न कोलफील्ड्स लि. का कजोरा क्षेत्र। (ii) क्षेत्र कार्मिक प्रबंधक, ईस्टर्न कोलफील्ड्स लि. का कजोरा क्षेत्र।	पश्चिमी बंगाल राज्य में ईस्टर्न कोलफील्ड्स लि. के सोनपुर क्षेत्र के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए स्थान।
8. (i) क्षेत्र प्रबंधक (परियोजना संनिर्माण और विकास), ईस्टर्न कोलफील्ड्स लि. का कालीदासपुर क्षेत्र। (ii) क्षेत्र कार्मिक प्रबंधक, ईस्टर्न कोलफील्ड्स लि. का कालीदासपुर क्षेत्र।	पश्चिम बंगाल राज्य में ईस्टर्न कोलफील्ड्स लि. के जे.के. रज्जुमागं क्षेत्र के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए स्थान।

- [illegible]

1	2
18. (i) क्षेत्र प्रबंधक (परियोजना, संनिर्माण और विकास), ईस्टर्न कोलफील्ड्स लि. का एस.पी. खान क्षेत्र।	बिहार राज्य में ईस्टर्न कोलफील्ड्स लि. के राजमहल क्षेत्र के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए स्थान।
(ii) क्षेत्र कार्मिक प्रबंधक, ईस्टर्न कोलफील्ड्स लि. का एस.पी. खान क्षेत्र।	
19. (i) क्षेत्र प्रबंधक (परियोजना, संनिर्माण और विकास), ईस्टर्न कोलफील्ड्स लि. का राजमहल क्षेत्र।	बिहार राज्य में ईस्टर्न कोलफील्ड्स लि. के एस.पी. खान क्षेत्र के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए स्थान।
(ii) क्षेत्र कार्मिक प्रबंधक, ईस्टर्न कोलफील्ड्स लि. का राजमहल क्षेत्र।	

[सं. 43022/4/93-एल.एस.डब्ल्यू.]

नरेन्द्र भगत, निदेशक

New Delhi, the 11th July, 1995

S.O. 2067:—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India in the erstwhile Ministry of Energy (Department of Coal) No. S.O. 4016 dated the 30th November, 1977, published in the Gazette of India on the 31st December, 1977 in Part II Section 3 sub-section (ii) at pages 4504 and 4505, the Central Government hereby appoints the officers mentioned in column (1) of the Table below, being officers equivalent to the rank of Gazetted officers of the Government to be estate Officers for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officers by or under the said Act, within the local limits to their respective jurisdictions in respect of the categories of public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of Public premises and local limits of jurisdiction
1. (i) Manager Legal, Eastern Coalfields Limited (Head Quarter) Eastern Coalfields Ltd., Sanctoria, Distt. Burdwan.	Premises belonging to or taken on lease or requisite by or on behalf of the Eastern Coalfields Limited in the States of Bihar under West Bengal (including the premises of Headquarter complex of the Eastern Coalfields Ltd.) Sanctoria, P.O. Dishergarh, Distt. Burdwan.
(ii) Superintendent of Mines, Land Revenue (Head Quarter) Eastern Coalfields Limited, Sanctoria, Distt. Burdwan.	
2. (i) Area Manager (Project, Construction & Development) Pandaveshwar Area of Eastern Coalfields Limited.	Premises belonging to or taken on lease by or on behalf of Jhanjra Project Area of Eastern Coalfields Limited in the State of West Bengal.
(ii) Area Personnel Manager Pandaveshwar Area of Eastern Coalfields Limited.	
3. (i) Area Manager (Project Construction & Development) Jhanjra Project Area of Eastern Coalfields Ltd.	Premises belonging to or taken on lease by or on behalf of Pandaveshwar Area of Eastern Coalfields Limited in the State of West Bengal.
(ii) Area Personnel Manager, Jhanjra Project Area of Eastern Coalfields Ltd.	
4. (i) Area Manager (Project Construction & Development) Kenda Area of Eastern Coalfields Limited.	Premises belonging to or taken on lease by or on behalf of Bankola Area of Eastern Coalfields Limited in the State of West Bengal.
(ii) Area Personnel Manager Kenda Area of Eastern Coalfields Limited.	

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| <p>5. (i) Area Manager (Project Construction & Development) Bankola Area of Eastern Coalfields Limited.</p> <p>(ii) Area Personnel Manager Bankola Area of Eastern Coalfields Limited.</p> <p>6. (i) Area Manager (Project Construction & Development) Sonapur Area of Eastern Coalfields Limited.</p> <p>(ii) Area Personnel Manager Sonapur Area of Eastern Coalfields Limited.</p> <p>7. (i) Area Manager (Project Construction & Development) Kajora Area of Eastern Coalfields Limited.</p> <p>(ii) Area Personnel Manager Kajora Area of Eastern Coalfields Limited.</p> <p>8. (i) Area Manager (Project Construction & Development) Kalidaspur Area of Eastern Coalfields Limited.</p> <p>(ii) Area Personnel Manager Kalidaspur Area of Eastern Coalfields Limited.</p> <p>9. (i) Staff Officer mining JK Ropeway Area of Eastern Coalfields Limited</p> <p>(ii) Area Personnel Manager JK Ropeway Area of Eastern Coalfields Limited.</p> <p>10. (i) Area Manager (Project Construction & Development) Kunustoria Area of Eastern Coalfields Limited.</p> <p>(ii) Area Personnel Manager Kunustoria Area of Eastern Coalfields Limited.</p> <p>11. (i) Area Manager (Project Construction & Development) Satgram Area of Eastern Coalfields Limited.</p> <p>(ii) Area Personnel Manager Satgram Area of Eastern Coalfields Limited.</p> <p>12. (i) Area Manager (Project Construction & Development) Sripur Area of Eastern Coalfields Limited</p> <p>(ii) Area Personnel Manager Sripur Area of Eastern Coalfields Limited.</p> <p>13. (i) Area Manager (Project Construction & Development) Sitarampur Area of Eastern Coalfields Limited.</p> <p>(ii) Area Personnel Manager Sitarampur Area of Eastern Coalfields Limited</p> <p>14. (i) Area Manager (Project Construction & Development) Sodepur Area of Eastern Coalfields Limited</p> <p>(ii) Area Personnel Manager Sodepur Area of Eastern Coalfields Limited.</p> | <p>Premises belonging to or taken on lease by or on behalf of Kenda Area of Eastern Coalfields Limited in the State of West Bengal.</p> <p>Premises belonging to or taken on lease by or on behalf of Kajora Area of Eastern Coalfields Limited in the State of West Bengal.</p> <p>Premises belonging to or taken on lease by or on behalf of Sonapur Area of Eastern Coalfields Limited in the State of West Bengal.</p> <p>Premises belonging to or taken on lease by or on behalf of JK Ropeway Area of Eastern Coalfields Limited in the State of West Bengal.</p> <p>Premises belonging to or taken on lease by or on behalf of Kalidaspur Area of Eastern Coalfields Limited in the State of West Bengal.</p> <p>Premises belonging to or taken on lease by or on behalf of Satgram Area of Eastern Coalfields Limited in the State of West Bengal.</p> <p>Premises belonging to or taken on lease by or on behalf of Kunustoria Area of Eastern Coalfields Limited in the State of West Bengal.</p> <p>Premises belonging to or taken on lease by or on behalf of Sitarampur Area of Eastern Coalfields Limited in the State of West Bengal.</p> <p>Premises belonging to or taken on lease by or on behalf of Sripur Area of Eastern Coalfields Limited in the State of West Bengal.</p> <p>Premises belonging to or taken on lease by or on behalf of Salanpur Area of Eastern Coalfields Limited in the State of West Bengal.</p> |
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15. (i) Area Manager (Project Construction & — Development) Salanpur Area of Eastern Coalfields Limited	Premises belonging to or taken on lease by or on behalf of Sodepur Area of Eastern Coalfields Limited in the State of West Bengal.
— (ii) Area Personnel Manager Salanpur Area of Eastern Coalfields Limited	
16. (i) Area Manager (Project Construction & Development) Kapasara Area of Eastern Coalfields Limited	Premises belonging to or taken on lease by or on behalf of Nirsha Area of Eastern Coalfields Limited in the State of Bihar.
(ii) Area Personnel Manager Kapasara Area of Eastern Coalfields Limited.	
17. (i) Area Manager (Project Construction & — Development) Nirsha Area of Eastern Coalfields Limited	Premises belonging to or taken on lease by or on behalf of Kapasara Area of Eastern Coalfields Limited in the State of Bihar.
(ii) Area Personnel Manager Nirsha Area of Eastern Coalfields Limited.	
18. (i) Area Manager (Project Construction & Development) SP Mines Area of Eastern Coalfields Limited.	Premises belonging to or taken on lease by or on behalf of Rajmahal Area of Eastern Coalfields Limited in the State of Bihar.
(ii) Area Personnel Manager SP Mines Area of Eastern Coalfields Limited.	
19. (i) Area Manager (Project Construction and Development) Rajmahal Area of Eastern Coalfields Limited.	Premises belonging to or taken on lease by or on behalf of SP Mines Area of Eastern Coalfields Limited in the State of Bihar.
(ii) Area Personnel Manager Rajmahal Area of Eastern Coalfields Limited.	

[No. 43022/4/93—LSW]
N. BHAGAT, Director

नई दिल्ली, 13 जुलाई, 1995

का.आ. 2068.—कोयला खान भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1940 (1940 का 46) की धारा 9 की उपधारा (2) के अनुसरण में केन्द्रीय सरकार, श्री एस. बी. दास, कोयला खान भविष्य निधि आयुक्त, धनबाद को 1 जुलाई, 1995 में उक्त उपधारा के प्रयोजनार्थ प्राधिकारी के रूप में विनिर्दिष्ट करती है।

[सं. 20/29/92-ए.एस.ओ.]
पी. के. जी. नायर, अवसर सचिव

New Delhi, the 13th July, 1995

S.O. 2068.—In pursuance of sub-section (2) of section 9 of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948, (46 of 1948), the Central Government hereby specifies Shri S. B. Das, the Coal Mines Provident Fund

Commissioner, Dhanbad, as the authority with effect from the 1st July, 1995, for the purposes of the said sub-section.

[No. 20/29/92-ASO]
P. K. G. NAIR, Under Secy.

नई दिल्ली, 13 जुलाई, 1995

का.आ. 2069.—केन्द्रीय सरकार, कोयला खान भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1948 (1948 का 46) की धारा 3ग की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा श्री एस. बी. दास को उक्त उपधारा के प्रयोजनार्थ दिनांक 1-7-1995 से, अगले आदेश जारी होने तक, कोयला खान भविष्य निधि संगठन में कोयला खान भविष्य निधि आयुक्त के रूप में नियुक्त करती है।

[सं. 20/29/92-ए.एस.ओ.]
पी. के. जी. नायर, अवसर सचिव

New Delhi, the 13th July, 1995

S.O. 2069.—In exercise of the powers conferred by sub-section (1) of section 3C of the Coal Mines Provident Fund

and Miscellaneous Provisions Act, 1948 (46 of 1948), the Central Government hereby appoints Shri S. B. Das, as the Coal Mines Provident Fund Commissioner in the Coal Mines Provident Fund Organisation with effect from 1-7-1995 until further orders, for the purposes of the said Sub-section.

[No. 20/29/92-ASO]
P. K. G. NAIR, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय
(स्वास्थ्य विभाग)

नई दिल्ली, 16 जून, 1995

का.आ. 2070.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श के पश्चात् उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अधिनियम के भाग-1 में, कुरुक्षेत्र विश्वविद्यालय से संबंधित क्रम संख्यांक 39 और उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित क्रम संख्यांक और प्रविष्टियां जोड़ी जाएंगी, अर्थात्:—

- “40. मनिपाल उच्चतर i. बैचलर ऑफ 1. बी डी एस
शिक्षा अकादमी (एकेडमी डेंटल सर्जरी मनिपाल एम डी एस
ऑफ हायर एजुकेशन) ii. मास्टर ऑफ (ओरल सर्जरी
डेंटल सर्जरी— मनिपाल)
ओरल सर्जरी एम डी एस)
—पीरिओडॉन्टिक्स (पीरिओडॉन्टिक्स)
मनिपाल

प्रोस्थोडॉन्टिक्स एम डी एस (प्रोस्थो-
डॉन्टिक्स) मनिपाल)

आर्थोडोशिया एम डी एस (आर्थो-
डोशिया) मनि-
पाल)

कंजरवेटिव डेंटिस्ट्री एम डी एस
(कंजरवेटिव डेंटि-
स्ट्री) मनिपाल

—पेडोडोशिया एम डी एस (पेडो-
डोशिया) मनिपाल

—ओरल पैथोलॉजी एम डी एस (ओरल
पैथोलॉजी) मनि-
पाल)

—ओरल मेडिसिन एम डी एस (ओरल
एवं रेडियोलॉजी मेडिसिन एंड रेडि-
योलॉजी) मनिपाल

—कम्यूनिटी डेंटिस्ट्री एम डी एस
(कम्यूनिटी डेंटि-
स्ट्री) मनिपाल

उपरोक्त अर्हताएं तब मान्यता प्राप्त दंत चिकित्सा अर्हताएं
होंगी जब यह 1 जून, 1993 को या उसके पश्चात् अनुदत्त की
गई हों।”

[सं. बी. 12018/7/94-पीएमएस]
एच. एन. यादव, अवसर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Deptt. of Health)

New Delhi, the 16th June, 1995

S.O. 2070:—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consulting the Dental Council of India, hereby makes the following further amendment in Part I of the Schedule to the said Act, namely:—

In Part I of the said Schedule, after serial number 39 relating to Kurukshetra University and entries relating thereto, the following serial number and entries shall be added namely:—

- | | | |
|--|--------------------------------|--|
| “40. Manipal Academy of Higher Education, Manipal. | (i) Bachelor of Dental Surgery | (i) B(D.S), Manipal |
| | (ii) Master of Dental Surgery | |
| | — Oral Surgery | M.D.S. (Oral Surgery) Manipal |
| | — Periodontics | M.D.S. (Periodontics) Manipal |
| | — Prosthodontics | M.D.S. (Prosthodontics) Manipal |
| | — Orthodontia | M.D.S. (Orthodontia) Manipal |
| | — Conservative Dentistry | M.D.S. (Conservative Dentistry Manipal |
| | — Pedodontia | M.D.S. (Pedodontia) Manipal |
| | — Oral Pathology | M.D.S. (Oral Pathology) Manipal |

— Oral Medicine & Radiology	M.D.S. (Oral Medicine & Radiology)
— Community Dentistry	M.D.S. (Community Dentistry)
	Manipal.

These qualifications shall be recognised dental qualifications when granted on or after 1st June, 1993.

[No. V 12018/7/94—PMS]
H.N. YADAV, Under Secy.

नागर विमानन और पर्यटन मंत्रालय

(नागर विमानन विभाग)

नई दिल्ली, 17 जुलाई, 1995

का.प्र. 2071.—भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 क 55) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने, भारतीय विमानपत्तन प्राधिकरण के बोर्ड में निम्नलिखित अधिकारियों में से प्रत्येक के नाम के सामने उल्लिखित तारीख से 3 वर्ष की अवधि के लिये या उनके द्वारा अपने वर्तमान पद का कार्यभार छोड़े जाने तक, इनमें से जो भी पहले हो, अंशकालिक सदस्य के रूप उनकी नियुक्ति को अनुमोदित कर दिया है:—

- | | |
|------------------------|-----------|
| (1) संयुक्त सचिव | 30-6-1995 |
| नागर विमानन विभाग | |
| (श्री रंजन चटर्जी) | |
| (2) महानिदेशक (पर्यटन) | 20-6-1995 |
| (श्री अशोक पाहवा) | |

[संख्या ए.वी. 24015/005/94-बी बी]

एच. एस. संधु, प्रवर सचिव

MINISTRY OF CIVIL AVIATION AND TOURISM

(Department of Civil Aviation)

New Delhi, the 17th July, 1995

S.O. 2071.—In exercise of the powers conferred by Section 3 of the Airports Authority of India Act, 1994 (55 of 1994), the Central Government has approved the appointment of the following officers as part-time Members on the Board of Airports Authority of India with effect from the dates mentioned against each for a period of three years or till relinquishing their present office, whichever is earlier.

- | | |
|---|------------|
| (1) Joint Secretary, Department of Civil Aviation | 30-06-1995 |
| (Shri Ranjan Chatterjee) | |
| (2) Director General (Tourism) | 30-06-1995 |
| (Shri Ashok Pahwa) | |

[No. AV-24015/005/94-VB]

H. S. SANDHU, Under Secy.

दिल्ली विकास प्राधिकरण

सार्वजनिक सूचना

नई दिल्ली, 21 जुलाई, 1995

का.प्र. 2072.—केन्द्र सरकार का दिल्ली मुख्य योजना/क्षेत्रीय योजना में निम्नलिखित संशोधन करने का प्रस्ताव है, 1708 GI/95—3

जिसे जनता की जानकारी के लिए एतद्वारा प्रकाशित किया जाता है। प्रस्तावित संशोधन के संबंध में यदि किसी व्यक्ति को कोई आपत्ति हो/मुझाव देना हो तो वह अपनी आपत्ति/मुझाव आयुक्त एवं सचिव, दिल्ली विकास प्राधिकरण, विकास सदन, "बी" ब्लॉक, आई.एन.ए., नई दिल्ली को इस नोटिस के जारी होने की तारीख से तीस दिनों की अवधि के अंदर लिखित रूप में भेज सकते हैं। आपत्ति करने या मुझाव देने वाले व्यक्ति अपना नाम और पता भी दें।

संशोधन :

- (1) "उत्तर में वर्तमान कार्ट ट्रैक, दक्षिण में जैतपुर नाले, पूर्व में ऐश डाइक क्षेत्र के बांध (फेज-3, और पश्चिम में जैतपुर से ऐश डाइक क्षेत्र, फेज-1 तक के नाले से घिरे लगभग 26 हेक्टेयर (64 एकड़) क्षेत्र के भूमि उपयोग को "कृषि एवं जल निकास" उपयोग जोन-ए-4) से "विनिर्माण" उपयोग जोन एम-2) में बदलने का प्रस्ताव है।"
- (2) 'उत्तर में डेसू फ्लाईएणपाउण्ड्स, दक्षिण में राजघाट थर्मल पावर स्टेशन, पूर्व में यमुना नदी और पश्चिम में राजघाट (समाधि परिसर) से घिरे जोन "श्री" (यमुना नदी) के लगभग 4.035 हेक्टेयर 10 एकड़) क्षेत्र के उपयोग को "कृषि और जल-निकास" उपयोग जोन ए-4 से "विनिर्माण" (उपयोग जोन एम-2) में बदलने का प्रस्ताव है।

प्रस्तावित संशोधनों को दर्शाने वाले नक्शे निरीक्षण के लिए संयुक्त निदेशक, मुख्य योजना अनुभाग, विकास मीनार, छठी मंजिल, आई. पी. एस्टेट, नई दिल्ली के कार्यालय में उक्त अवधि के अंदर सभी कार्यदिवसों को उपलब्ध होंगे।

[सं. एफ. 3(56) 89-एम.पी./पार्ट-I]

विश्व मोहन बंसल, आयुक्त एवं सचिव

DELHI DEVELOPMENT AUTHORITY

PUBLIC NOTICE

New Delhi, the 21st July, 1995

S.O. 2072.—The following modifications, which the Central Government proposes to make to the Master Plan Zonal Development plan for Delhi, are hereby published for public information. Any person having any objections/suggestions with respect to the proposed modifications may send the objections/suggestion in writing to the Commissioner-cum-Secretary, Delhi Development Authority, Vikas Sadan, 'B' Block, INA New Delhi, within a period of thirty days from the

date of issue of this notice. The person making the objections or suggestions should also give his name and address.

MODIFICATIONS :

- (i) "The land use of an area, measuring about 26 ha. (64 acres) bounded by existing cart-track in the North, Jaitpur drain in the South, Bund of Ash Dyke Area (Phase-III) in the East and drain from Jaitpur to Ash Dyke Area Phase-I in the West, is proposed to be changed from 'agricultural and water body' (Use Zone A-4) to 'Manufacturing' (Use Zone M-2)".
- (ii) "The land use of an area, measuring about 4.035 ha. (10 acres) forming part Zone 'O' (River Yamuna) and bounded by DESU Fly Ash Ponds in the North, Rajghat Thermal Power Station in the South, River Yamuna in the East and Rajghat (Samadhi Complex) in the West, is proposed to be changed from 'agricultural and water body' (Use Zone A-4) to 'Manufacturing' (Use Zone M-2)".

2. The plans indicating the proposed modifications will be available for inspection at the office of Joint Director, Master Plan Section, Vikas Minar, 6th floor, I. P. Estate, New Delhi, on all working days within the period referred to above.

[F. 3(56)/89-MP/Pt. I]

V. M. BANSAL, Commissioner-cum-Secy.

श्रम मंत्रालय

नई दिल्ली, 27 जून, 1995

का.प्र. 2073.—जबकि नटवर पारिख इंडस्ट्रीज लिमिटेड के प्रबंधन और उनके कर्मचारियों, जिनका प्रतिनिधित्व परिवहन तथा गोदी कर्मकार संघ, बम्बई द्वारा किया जा रहा है, के बीच एक औद्योगिक विवाद विद्यमान है;

और जबकि, उक्त प्रबंधन और उनके कर्मकार जिनका प्रतिनिधित्व परिवहन तथा गोदी कर्मकार संघ, बम्बई द्वारा किया जा रहा है, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उप-धारा (i) के अंतर्गत एक लिखित करार द्वारा उक्त विवाद को विवाचन हेतु भेजने पर सहमत हो गये हैं, और उक्त विवाचन करार की एक प्रति केन्द्रीय सरकार के पास भेज दी गयी है;

अतः, अब, उक्त अधिनियम की धारा 10-क की उप-धारा (3) के अनुसरण में केन्द्रीय सरकार उक्त करार को प्रकाशित करती है।

करार

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अंतर्गत)

पक्षकारों के नाम :—

- (1) नटवर पारिख इंडस्ट्रीज लिमिटेड,
नटवर पारिख हाउस, 107
109, पी. डी-मेल्लो मार्ग
बम्बई-400009
- (2) परिवहन तथा गोदी कर्मकार संघ,
पी. डी-मेल्लो भवन,
पी. डी-मेल्लो मार्ग,
कारनेक बन्दर, बम्बई-400038

निर्वाहक के प्रतिनिधि :—

श्री उपेन्द्र पारिख, निदेशक,
नटवर पारिख इंडस्ट्रीज लिमिटेड

कर्मचारियों के प्रतिनिधि :

श्री एस. प्रार. कुलकर्णी, सचिव,
परिवहन तथा गोदी कर्मकार संघ

पक्षकार निम्नलिखित विवाद को विवाचन के लिए श्री एस. रैकिटेश्वरन, बरिष्ठ अधिवक्ता, बम्बई उच्च न्यायालय, बम्बई के पास भेजने को सहमत हैं,

- (i) विवाद के द्विषष्ट मामले : अनुबंध 'ब' के अनुसार
- (ii) अंतर्गत प्रतिष्ठान अथवा : नटवर पारिख इंडस्ट्रीज लिमिटेड
उपक्रम के नाम और पते : कालङ्केनी न्यू बम्बई और
सहित विवाद से संबंधित : रायगढ़—जिला में नूवा शिवा क्षेत्र
पक्षकारों का ब्योरा : में स्थित सी. डब्ल्यू. सी का
कंटेनर फ्रेट स्टेशन यार्ड
- (iii) विवाद में कर्मचारियों का परिवहन और गोदी कर्मकार संघ,
प्रतिनिधित्व करने वाले संघ : पी. डी-मेल्लो भवन,
का नाम : पी. डी-मेल्लो रोड, कारनेक बन्दर,
बम्बई-400038
- (iv) उपक्रम में नियोजित प्रत्यावर्तित 350
कर्मचारियों की संख्या
- (v) विवाद से प्रभावित अथवा 220
प्रभावित होने वाले कर्मचारियों
की अनुमानित संख्या

2. हम इस बात से भी सहमत हैं कि विवाद का निर्णय हम दोनों पर बाध्यकारी होगा।

3. विवादक अपना पंचाट सरकारी राजाज में इस करार के प्रकाशन की तारीख से दो महीने की अवधि के अंदर अथवा हमारे बीच हुए परस्पर लिखित करार द्वारा आगे बढ़ाई गई अवधि में देगा।

पक्षकारों के हस्ताक्षर

ह

निदेशक

नटवर पारिख इंडस्ट्रीज लि,
निर्वाहक के प्रतिनिधि

ह

सचिव

परिवहन तथा गोदी कर्मकार संघ
कर्मचारियों के प्रतिनिधि

स्थान : बम्बई

दिनांक : 17-4-1995

साक्ष्य :

(1) ह./-

(2) ह./

विवाचन की महमति

रैकिटेश्वरन,
बरिष्ठ अधिवक्ता

114-बीमेकर चैम्बर्स iii,
नरसिम प्वाइंट,
बम्बई-400021

27 अप्रैल, 1995

दूरभाष : 2352789
2852792

सचिव,
श्रम एवं नियोजन मंत्रालय,
भारत सरकार,
नई दिल्ली।
प्रिय महोदय,

फैक्स : 2852086

विषय : औद्योगिक विवाद (केन्द्रीय) नियम, 1957 के साथ पठित
औद्योगिक विवाद अधिनियम, 1947 की धारा 10 के अंत-
र्गत नटवर पारिख इंडस्ट्रीज लि., और परिवहन एवं गोदी
कर्मकार संघ के बीच विवाचन करार

अनुबंध "क"

श्राज मुखे संघ और नियोजक द्वारा संयुक्त रूप से हस्ताक्षरित विमांक
17 अप्रैल, 1995 का एक पत्र प्राप्त हुआ है जिसमें उन्होंने दिनांक 17 अप्रैल
1995 के विवाचन करार में निविष्ट मामलों के संबंध में उनके बीच औद्यो-
गिक विवाद को एकमात्र मेरे द्वारा विवाचन किए जाने हेतु संदर्भित किए
जाने की इच्छा व्यक्त की है।

उनकी इच्छानुसार, मैं औद्योगिक विवाद (केन्द्रीय) नियम, 1957 के
नियम 7 के अनुसार मैं एकमात्र विवाचन के रूप में कार्य करने के लिए
अपनी सहमति देता हूँ।

आपका,

ह.

एस. वेंकटेश्वरन

[मं. एल.-45013/1/95-आई.आर. (विवाद)]

वी.एम. डेविड, डैस्क अधिकारी

(1) संबद्ध उस कामगार की स्थिति क्या है जिनके नाम अनुबंध
"ख" में प्रधान नियोजक के रूप में मैसर्स नटवर पारिख इंडस्ट्रीज
लिमिटेड के पास दर्ज हैं, जब मैसर्स नटवर पारिख इंडस्ट्रीज और
बिटुल शेन्डे जिनसे अगस्त, 1994 में ठेका छोड़ दिया था
तथा नटवर पारिख इंडस्ट्रीज लिमिटेड ने बिटुल शेन्डे जिसका ठेका
30 नवम्बर, 1994 के अंत तक विद्यमान था से वसूल किए
जाने वाली पेक्षा की रूप में अक्टूबर और नवम्बर, 1994 में
संबंधित कामगारों को मजदूरी की अवधि की थी?

(2) यदि प्रथम विवाद का उत्तर कामगारों के विरुद्ध हो तो
(Annexure 'B') में नामित कामगार क्या अनुतोष
प्राप्त करने का हकदार है?

MINISTRY OF LABOUR

New Delhi, the 27th June, 1995

S.O. 2073:—Whereas an industrial dispute exists between the management of Natvar Parikh Industries Limited and their workmen represented by Transport & Dock Workers' Union, Bombay;

And, whereas, the said management and their workmen represented by Transport and Dock Workers Union, Bombay have by written agreement under sub-section (i) of Section 10-A of the Industrial Disputes Act 1947 (14 of 1947), agreed to refer the said dispute to arbitration and have forwarded to the Central Government a copy of the said arbitration agreement;

Now, Therefore, in pursuance of sub-section (3) of Section 10-A of the said Act, the Central Government hereby publishes the said agreement.

Agreement

(Under Section 10-A of the Industrial Dispute Act, 1947)

Name of the Parties :

(1) Natvar Parikh Industries Limited,
Natavar Parikh House,
107, 109, P.D.' Mello Marg,
Bombay - 400009.

(2) Transport & Dock Workers' Union,
P.D.' Mello Bhavan,
P.D.' Mello Marg,
Carnac Bunder, Bombay 400038

Representing employers :

Shri Upendra Parikh,
Director,
Natvar Parikh Industries, Limited.

Representing workmen :

Shri S.R. Kulkarni,
Secretary,
Transport and Dock Workers' Union.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri S Venkiteswaran, Senior Advocate, Bombay High Court, Bombay.

(i) Specify matters in dispute :

As per Annexure 'A'

- | | |
|--|---|
| (i) Details of the parties to the dispute including the name and address of the establishment of undertaking involved. | Natvar Parikh Industries Ltd., Container Freight Station Yard of CWC at Kalamboli, New Bombay and Nhava Sheva area of Raigad District |
| (iii) The name of the Union representing the workmen in question. | Transport and Dock Workers' Union,
P.D'Mellow Bhavan, P.D'Mellow Road,
Carnac Bunder, Bombay—400038. |
| (iv) Total number of workmen employed in the undertaking affected. | 350 |
| (v) Estimated number of workmen affected or likely to be affected by the dispute. | 220 |

2. We further agree that the decision of the arbitrator be binding on us.

3. The arbitrator shall make his award within a period of two months from the date of publication of this agreement in the official Gazette or within such further time as is extended by mutual agreement between us in writing.

Signature of the parties.

Sd/-

Director

Natvar Parikh Industries Ltd.,

Representing employer.

Sd/-

Secretary

Transport and Dock Workers' Union,
Representing workmen.

Place : Bombay

Date : 17-4-1995

Witness :

(1) Sd/-

(2) Sd/-

VENKITESWARAN
SENIOR ADVOCATE

114-B MAKER CHAMBERS I

Nariman Point,

Bombay : 400021

TEL : 285 2789

285 2792

FAX : 285 2086

April 27, 1995

The Secretary,

Ministry of Labour & Employment,

Government of India,

New Delhi.

Dear Sir,

Subject : Arbitration Agreement under Section 10A of the Industrial Disputes Act, 1947 read with Rule 7 of the Industrial Disputes (Central) Rules, 1957 between Natvar Parikh Industries Ltd., and Transport & Dock Workers' Union.

I have today received a letter dated 17th April, 1995 Jointly signed by the Union and the Employer expressing their desire to refer an industrial dispute between them relating to the matters specified in the Arbitration agreement dated 17th April, 1995 for my sole arbitration.

As desired by them, I hereby give my consent in terms of Rule 7 of the Industrial Dispute (Central) Rules, 1957 to act as the sole arbitrator.

Yours truly,

Sd/-

S. VENKITESWARAN

[No. L—45013/1/95—IR(Misc)]

B.M. DAVID, Desk Officer.

ANNEXURE 'A'

(1) What is the status of the concerned workmen whose names are mentioned in Annexure 'B' with M/s. Natvar Parikh Industries Ltd. as principal employer, when the contract between M/s. Natvar Parikh Industries Ltd. and Vithal Shendge who abandoned the contract in August 1994 and Natvar Parikh Industries Ltd. paid Wages to the concerned workmen in October and November 1994 as an advance to be recovered from Vithal Shendge whose contract was in existence till the end of 30th November 1994 ?

(2) What relief the workmen named in Annexure 'B' are entitled to, if the answer to the first issue is against the workmen ?

ANNEXURE B

LIST OF WORKMEN WORKING WITH SUB-CONTRACTOR OF M/s. NATVAR PARIKH INDUSTRIES LTD. M/s VITHAL P. SHENDGE

Place of work-Kalamboli-CFS. JNPT-CFS, DRONA-GHRI CFS & JNPT.

No.	Sr. No.	Name of the worker	Designation
1	2	3	4
1.	(1)	Vilas Shankar Shendge	Trailor Driver
2.	(2)	Rajaram Biru Shendge	" "
3.	(3)	Vilas Shamrao Shendge	" "
4.	(4)	Sambhaji Raghunath Shendge	" "
5.	(5)	Rangrao S. Patil	" "
6.	(6)	Ashok Bhimrao Shendge	" "
7.	(7)	Ashok Tukaram Waghmode	" "
8.	(8)	P. Karam Singh	" "
9.	(9)	Sevasingh	" "
10.	(10)	Vilas Shankar Shendge	" "
11.	(11)	Dadaso Bajirao Patil	" "
12.	(12)	Vijay Ramdas Mane	" "
13.	(13)	Laxman Bhanudas Shendge	" "
14.	(14)	Popat Dnyanu Bandgar	" "
15.	(15)	B. Dhamaji Giri	" "
16.	(16)	Baban Dhamaji Giri	" "
17.	(17)	Shivaji Dnyanu Bandgar	" "
18.	(18)	Netaji Tukaram pawar	" "
19.	(19)	Vitthal Dagu Mane	" "
20.	(20)	Ramjan Mubarak Shikalwar	" "
21.	(21)	Hariba Bhanudas Shendge	" "
22.	(22)	Balu Sadashiv Shendge	" "
23.	(23)	Baban Namdeo Latpate	" "
24.	(24)	Sanjay Ganpati Randhabbe	" "
25.	(25)	Annasaheb Shivaji Deokate	" "
26.	(26)	Dattatraya Shaekar Patil	" "
27.	(27)	Shiv T. Mandal	" "
28.	(28)	Santosh Dotelal Patel	" "
29.	(29)	Suresh Ganpati Shendge	" "
30.	(30)	Baban Shripati Shendge	" "
31.	(31)	Namdeo Shankar Gossavi	" "

1	2	3	4
32.	(32)	Sanjay Uddhav Gosavi	Trailor Driver
33.	(33)	Sudham Baburao Nandwar	" "
34.	(34)	Vilas Yeshwant Decorate	" "
35.	(35)	Suryakant Laxman Shinde	" "
36.	(36)	Bhausahab Appa Shinde	" "
37.	(37)	Madhukar Tukaram Ghutukade	" "
38.	(38)	Sandip Sadashiv Randhabbe	" "
39.	(39)	Raosaheb Laxman Dhobale	" "
40.	(40)	Shahaji Dattu Jadhav	" "
41.	(41)	Vilas Balhari Mali	" "
42.	(42)	Vasant Sitaram Ghatal	" "
43.	(43)	Dada Tukaram Ghutukade	" "
44.	(44)	Mahadeo Bapq Nakate	" "
45.	(45)	Nanasaheb Subrao Shendge	" "
46.	(46)	Ramesh Vinayak Gaikwad	" "
47.	(47)	Laxaman Dada Pawar	" "
48.	(48)	Kumar Ganpat Gaikwad	" "
49.	(49)	Rajkumar Bajirao Kalbhor	" "
50.	(50)	Mohan Vyankat Kalbhor	" "
51.	(51)	Rajaram Sitaram Patil	" "
52.	(52)	Dattatraya Shamrao Gaikwad	" "
53.	(53)	Dattatraya P. Gosavi (Giri)	" "
54.	(54)	Namdeo Ramchandra Bichkule	" "
55.	(55)	Sambaji Shahaji Shindge	" "
56.	(56)	Vilas Shivaji Metkari	" "
57.	(57)	Jijanam Y. Gade	" "
58.	(58)	Annada Ramu Deokate	" "
59.	(59)	Satyandrakumar Kantaprasad Bharadwaj	" "
60.	(60)	Rajesh Kumar Chandra Mishra	" "
61.	(61)	Gurunam Singh	" "
62.	(62)	Ajab Singh	" "
63.	(63)	Polas singh	" "
64.	(64)	Ramjesh Thakur	" "
65.	(65)	Amrut Pal Singh	" "
66.	(66)	Balasaheb Patil	" "
67.	(67)	S. Singh	" "
68.	(68)	Ashok Ramhari pawar	" "
69.	(69)	H. Singh	" "

1	2	3	4	1	2	3	4
70.	(70)	Sudhakar Gosavi	Trailer Driver	124.	(2)	Balu Babu Shendge	Trailer Cleaner
71.	(71)	Mehabub Mulla	" "	125.	(3)	Sandcep Sadashiv Rankhabbe	" "
72.	(72)	Ravindraksan sable	" "	126.	(4)	Madhukar Shrirang Yamgar	" "
73.	(73)	Jalindar C. Lawand	" "	127.	(5)	Suresh Babaso Patil	" "
74.	(74)	Satnam B. Singh	" "	128.	(6)	Balu Shankar Shendge	" "
75.	(75)	Bhausahob Sitaram Patil	" "	129.	(7)	Vijay Kisanshendge	" "
76.	(76)	Bhanudas Dada Chavan	" "	130.	(8)	Devram Bhau Pote	" "
77.	(77)	Adikrao Sopan Vetal	" "	131.	(9)	Abba Bhau Pote	" "
78.	(78)	Vilas Sopan Kadam	" "	132.	(10)	Dattatray Mahadeo Hake	" "
79.	(79)	Prakash Jagannath Sawant	" "	133.	(11)	Suresh Namdev Gopnar	" "
80.	(80)	Bharat Kishan Gaikwad	" "	134.	(12)	Vasant D. Shendge	" "
81.	(81)	Laxman Sadashiv Mali	" "	135.	(13)	Ananda Tukaram Madne	" "
82.	(82)	Laxaman Maruti Shendge	" "	136.	(14)	Subhash Vishnu Gaikwad	" "
83.	(83)	Balasaheb Sarjerao Kharade	" "	137.	(15)	Bharat Vishnu Gaikwad	" "
84.	(84)	Appa Kondiba Randhabbe	" "	138.	(16)	Kashim Mubarak Shikagur	" "
85.	(85)	Hanmant Krishna Mali (Kadam)	" "	139.	(17)	Shahaji Malhari Shinde	" "
86.	(86)	Atmaram Kolekar	" "	140.	(18)	Mahadev Vishnu Mane	" "
87.	(87)	Ashok Appa Giri	" "	141.	(19)	Rangnath Sambhaji Mothe	" "
88.	(88)	Prakash Dhondiba Yangar	" "	142.	(20)	Ramchandra Nivrutti Ghutukade	" "
89.	(89)	Laxman Murlidhar Dhoke	" "	143.	(21)	Bhimrao Bhau Kamble	" "
90.	(1)	Dinkar Yeshwant Dcokate	Forklift Operator	144.	(22)	Nagendrakumar D. Pandey	" "
91.	(2)	Vilas Shankar Shinde	" "	145.	(23)	Anil Shamrao Shendge	" "
92.	(3)	Rajaram Shankar Aldar	" "	146.	(24)	Jayprasad Lalprasad	" "
93.	(4)	Shravan Ramchandra Bichkule	" "	147.	(25)	Ramesh Vitthal Satpute	" "
94.	(5)	Bhaskar Arvind Deshmukh	" "	148.	(26)	Dadaso Anna Chormule	" "
95.	(6)	Balu Sopan Dhanvade	" "	149.	(27)	Ganesh Digambar Aandhe	" "
96.	(7)	Dada Baban	" "	150.	(28)	Mahesh Shahaji Shendge	" "
97.	(8)	Balu Dada Bhaik	" "	151.	(29)	Subhash Arjun Katkar	" "
98.	(9)	Rupsen Sambhaji Bange	" "	152.	(30)	Daryaba Bhimrao Bandgar	" "
99.	(10)	Rajan Bansilal Pardeshi	" "	153.	(31)	Uttam Shahaji Bhandge	" "
100.	(11)	Ravindra Ramchandra Kohchale	" "	154.	(32)	Prakash Mandal	" "
101.	(12)	Ashok Dhamaji Khamkar	" "	155.	(33)	Ankush Shankar Jagadale	" "
102.	(13)	Ravindra Hiralal Bhoite	" "	156.	(34)	Dattu Pandurang Vhanmune	" "
103.	(14)	Sanjay Maruti Bobade	" "	157.	(35)	Adikrao Bajirao Patil	" "
104.	(15)	Chandrakant Maruti Bobade	" "	158.	(36)	E.T. Gopal	" "
105.	(16)	Dhanaji Shivaji Savant	" "	159.	(37)	M.K. Shendge	" "
106.	(17)	Jarnal Singh	" "	160.	(38)	Tanaji D. Sathe	" "
107.	(18)	Balbindar Singh Najab Singh	" "	161.	(39)	L.K. Muja war	" "
108.	(19)	T.M. Shridhar	" "	162.	(40)	Mohan Y. Gade	" "
109.	(20)	G. Rajan	" "	163.	(41)	Vinayak Keshav Shendge	" "
110.	(21)	Manvar Singh Raut	" "	164.	(42)	Machhindra Gopal Gosavi	" "
111.	(22)	Chandraprakash Pande	" "	165.	(43)	Jagannath Tatyaba Gaikwad	" "
112.	(23)	Mohan Manohar Pawar	" "	166.	(44)	Balu Tukaram Kirgat	" "
113.	(24)	Prakash Maruti Bobade	" "	167.	(45)	Amrut Govind Kirgat	" "
114.	(25)	Laxman Singh	" "	168.	(46)	Pralhad Ramji Markamb	" "
115.	(1)	Shashikant Mole	Belotti Operator	169.	(47)	G. Giridharilal Patel	" "
116.	(2)	Satnam Singh	" "	170.	(48)	Laxman S. Bandgar	" "
117.	(3)	Rampal Singh	" "	171.	(49)	S.B. Patil	" "
118.	(4)	Hardeo Singh	" "	172.	(50)	Satyanarayan Singh	" "
119.	(1)	Balbir Singh	Crane Operator	173.	(51)	Shamlal Pandey	" "
120.	(2)	Shamnarin Lal	" "	174.	(52)	Arjun Mahadev Chavan	" "
121.	(3)	Uma Shaekar Upadhyaya	" "	175.	(53)	Sukhdev Namdev Mali	" "
122.	(4)	Shaniaram Pal	" "	176.	(54)	Pandurang Balasaheb Rupnar	" "
123.	(1)	Subhash Raosaheb Babar	Trailer Cleaner	177.	(55)	Hanmant Ramdev Magar	" "
				178.	(56)	Sarjerao Pandurang Rupnar	" "
				179.	(57)	Tatoba A. Kakade	" "

(1)	(2)	(3)	(4)	(5)
180.	(58)	Punjab Khan	"	"
181.	(59)	Hanmant Krishna Yamgar	"	"
182.	(60)	Ashok Pujari	"	"
183.	(61)	Prakash Balu Kalbhor	"	"
184.	(62)	Ananda Vinayak Jadhav	"	"
185.	(63)	Chandresh kumar Premchandra Miahra	"	"
186.	(64)	Ladsingh B.	"	"
187.	(65)	Hemraj Kantaprasad S.	"	"
188.	(66)	Avinash Bajirao Darekar	"	"
189.	(67)	Rajesh Singh	"	"
190.	(68)	Subhashchandra Singh	"	"
191.	(69)	Datta Sadashiv Gosavi	"	"
192.	(70)	Sanjay Pralhad Giri	"	"
193.	(71)	Adikrao More	"	"
194.	(72)	Parmesh Mandal	"	"
195.	(73)	Kumar Shahaji Patil	"	"
196.	(74)	Tikaram Shankar Shendge	"	"
197.	(75)	Kantli Giri	"	"
198.	(76)	Mubarak Adam Sheikh	"	"
199.	(77)	Tanaji Babu Patil	"	"
200.	(78)	Arjun Ananda Gaekwad	"	"
201.	(79)	Mahadco Ganapati Mali	"	"
202.	(80)	Ramashankar Devthali Pal.	"	"
203.	(81)	Tanaji Ananda Shriram	"	"

List of workmen Working with:
M/s Natvar Parikh Industries Ltd.

Place of work—Kalamboli-CFS—JNPT CFS
Dronagiri-CFS and JNPT

No. Sr. No.	Name of the worker	Designation
		Crane Cleaner
204. (1)	Machindra Singh Pawar	" "
205. (2)	Subhashandra Pal	" "
206. (3)	Pramod Vitthal Kamble	" "

List of workmen working with M/s Natvar Parikh Industries Ltd.

No. Sr. No.	Name of the worker	Designation
207. (1)	Samadhan Kure	Belotti Cleaner
208. (2)	Anil Pawar	" "
209. (3)	Shivaji RajaRam Jadhav.	" "

List of workmen working with : M/s Natvar Parikh Industries Ltd.

Place of work—Kalamboli—CFS, JNPT—CFS.
Dronagiri—CFS And JNPT.

No. Sr. No.	Name of the worker	Designation
210 (1).	Santosh Shrirang Kudalkar	Crane Labour
211. (2)	Rajendra Yadav	" "
212. (3)	Anil Partho	" "
213. (4)	Santosh Pawar	" "
214. (5)	Ravindra Kadam	" "
215 (6)	Badriprasad Pal	" "

List of workmen working with Sub-contractor of
M/s. Natvar Parikh Industries Ltd.
(M/s. Vithal P. Shendge).

Place of work—Kalamboli—CFS, JNPT—CFS,
Dronagiri—CFS And JNPT

No. Sr. No.	Name of worker	Designation
(1) (2)	(3)	(4) (5)
216. (1)	O.P. Singh (Permanent direct employee of M/s Natvar Parikh Industries Ltd.	Supervisor
217. (2)	Vasant Dhondiba Gore	
218. (3)	Ramchandra Yeshwant Mali	
219. (4)	Ramesh Kotalkar	
220. (5)	Shamkant Mhatre	

नई दिल्ली, 29 जून, 1995

का.आ. 2074.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार एस ई सी एल के प्रबंधन के सदस्य नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-95 को प्राप्त हुआ था।

[नं० एल. 22012/372/90-आई आर(सी-II)]
राजालाल, डेस्क अधिकारी

New Delhi, the 29th June, 1995

S.O. 2074.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on 28.6.1995.

[No. L-22012/372/90-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)
Case Ref. No. CGIT.LC(R)(45)/1991

BETWEEN

Shri Kamla, Miner, represented through the Koyla Khadan Mazdoor Sangh, P.O. Nowrozabad Colliery, District Shahdol (MP)-484555.

AND

The Agent/Manager, Nowrozabad Colliery of S.E.C.L., P.O. Nowrozabad Colliery, District Shahdol (MP)-484555.

PRE-SEIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman—Shri S. Pal, Advocate.

For Management—Shri A. K. Shastri, Advocate.

INDUSTRY : Coal

DISTRICT : Shahdol (MP)

AWARD

Dated, June 13, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/372/90-IR (Coal-II) dated 25-3-1991, for adjudication of the following industrial dispute :

SCHEDULE

"Whether the action of the management of Nowrozabad Colliery of SEC Ltd., in terminating services of their workman Shri Kamla, Miner, T. No. Bo. 205 is legal and justified ? If not, to what relief the workman is entitled ?"

2. The case of the management is that the workman, Shri Kamla, was in the habit of remaining absent without information and the charge-sheet dated 11-4-89 on the allegation of absenteeism was served on the workman and after the domestic enquiry his services were terminated.

3. Parties have filed the Settlement. It is verified. Settlement is fair and proper. It is accepted. Following are the terms of Settlement :—

TERMS AND CONDITIONS OF SETTLEMENT

1. Shri Kamla S/o Mahroob Minor T. No. 205 shall be reinstated within the 15 days of the signing of this settlement subject to medical fitness.
 2. The period of absence shall be treated as "DIFS NON".
 3. The continuity of service shall be given for the purpose of gratuity.
 4. If the workman does not turn up within one month of signing of the settlement it shall be presumed that he is not interested and therefore he shall loose his case for reinstatement.
 5. The case shall not cited as precedence.
 6. It is agreed that the copies of this settlement shall be filed before the CGIT (Jabalpur) for consent award in case No. R/45/91.
4. In view of the above settlement between the parties, no dispute award is passed. There shall be no order as to costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 29 जून, 1995

का.प्रा.2075—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इन्ड्यू मी एल के प्रधानतः के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-95 को प्राप्त हुआ था।

[सं० एन-22012/258/91—आई आर (सी-II)]
राजलाल, डैस्क अधिकारी

New Delhi, the 29th June, 1995

S.O. 2075.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on 28-6-1995.

[No. L-22012/258/91-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)
Case Ref. No. CGIT/LC(R)(37)/1995

BETWEEN

Shri Gurcharan Matru, represented through the General Secretary, Khadan Mazdoor Sangh, Patherkhhera Area, District Betul (MP).

AND

The General Manager, Patherkhhera Area of W.C. Ltd., District Betul (MP).

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman—None.

For Management—Shri P. V. R. Swamy.

INDUSTRY : Coal Mines

DISTRICT : Betul (MP)

AWARD

Dated, June 13, 1995

This is a reference made by the Central Government, Ministry of Labour vide its Notification No. L-22012/258/91-IR (C-II) dated 16-2-1995, for adjudication of the following industrial dispute :

SCHEDULE

Whether the action of the management of Western Coalfields Limited in not allowing Shri Gurcharan Maru, Ex-driller Helper, to resume duty after his acquittal from Court's implicating him on leave at his village which was not on any official connection justified. If not to what relief the workman is entitled to ?"

2. Parties have not filed the statement of claim and the written statement. Parties entered into the compromise. The settlement was verified by the parties and it is accepted. Following are the terms and conditions of settlement :—

TERMS AND CONDITION OF SETTLEMENT

1. Shri Gurcharan Matroo, Ex-genl. Mazdoor, Shobhapu Mine will be reinstated as General Mazdoor/Cat. I subject to his medical fitness by Company Medical Officer.
 2. He will be kept on probation for a period of six months in the first instant and his further retention will be considered in view of his satisfactory performance during the probation period.
 3. He will not be entitled to any wages or any other benefit whatsoever for the period of his idleness. The period of his idleness will be treated as Disonon. However, his past service will be counted for the limited purpose of gratuity only.
 4. The Union or the workman will not raise any dispute with regard to the claim for the wages/any benefit for his past period, before any forum.
 5. This settlement settles the dispute fully and finally.
3. In view of the aforesaid terms of settlement, no dispute award is hereby passed without any order as to costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 29 जून, 1995

SCHEDULE

का.आ. 2076.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस ई सी एल के प्रबंधन के संबंध विवादों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-95 को प्राप्त हुआ था।

[सं० एल-22012/155/94-आई आर (सी-II)]
राजालाल, डेस्क अधिकारी

New Delhi, the 29th June, 1995

S.O. 2076.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on 28-6-1995.

[No. L-22012/155/94-IR (C-II)]
RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)
Case Ref. No. CGIT/LC(R)(159)/1994

BETWEEN

Shri L. Tripathy, represented through the Secretary,
M.P. Koyla Shramik Sangh (CITU), Sohagpur Area,
Post Dhanpuri, District Shahdol (MP).

AND

The Dy. General Manager/Sub-Area Manager, Budhar
Group of Mines, S.E.C.L., Post Dhanpuri, District
Shahdol (MP).

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman—Shri S. Paul, Advocate.

For Management—Shri A. K. Shasi, Advocate.

INDUSTRY : Coal Mines DISTRICT : Shahdol (MP)

AWARD

Dated, June 13, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/155/94-IR (C-II) dated 9-9-1994, for adjudication of the following industrial dispute :

SCHEDULE

"Whether the action of Sub Area Manager, Burhar sub Area of Sohagpur Area of SECL in deleting the name of Sri L. Tripathy, General Mazdoor, Cat. I (who was promoted to the post of Clerk Grade III vide Order dated 14-3-1992) from the revised promotion Order dated 28-3-92 is legal and just ? If not, what relief the workman is entitled to "

2. Parties have filed the settlement and it is verified and accepted. Following are the terms of Settlement :

1708 GI/95—4.

1. That it has been agreed to regularise S/Shri Laxpati Tripathi, N.V.B. Rao and Shiv Mohan Tripathi of Burhar sub Area with immediate effect in the pay scale of Rs. 1095-37-1613 of NCWA-IV, as clerk Gr. III.
2. Both the parties will request CGIT, Jabalpur for passing consent award in case No. CGIT/R/159/94, CGIT/R/160/94 accordingly.
3. This is full and final settlement of the above dispute and neither Union nor individual will raised the dispute over the above issue again before any forum/Court of Law.

3. In view of the aforesaid terms of settlement, I have on option but to pass a no dispute award. No dispute award is accordingly passed. No order as to costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 29 जून, 1995

का.आ. 2077.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल के प्रबंधन के संबंध विवादों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-95 को प्राप्त हुआ था।

[सं० एल-22012/160/94-आई आर (सी-II)]
राजालाल, डेस्क अधिकारी

New Delhi, the 29th June, 1995

S.O. 2077.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on 28-6-1995.

[No. L-22012/160/91-IR (C-II)]
RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)
Case Ref. No. CGIT/LC(R)(160)/1994

BETWEEN

Shri N. V. B. Rao, represented through the Secretary,
M.P. Koyla Shramik Sangh (CITU), Sohagpur Area,
P.O. Dhanpuri, District Shahdol (MP).

AND

The Sub-Area Manager, Burhar Group of Mines, P.O.
Dhanpuri, District Shahdol (MP).

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman—Shri S. Paul, Advocate.

For Management—Shri A. K. Shasi, Advocate.

INDUSTRY : Coal Mines DISTRICT : Shahdol (MP)

AWARD

Dated, June 13, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/160/94-

IR (C-II) dated 9-9-1994, for adjudication of the following industrial dispute :

SCHEDULE

"Whether the action of the Sub-Area Manager, Burhar Sub-Area of Sohagpur Area of SIEL in deleting the name of Sri N. V. B. Rao, Trammer, Subhash Mines (who was promoted to the post of Clerk Gr. III vide Order dated 14-3-92) from the revised Promotion Order dated 28-3-92 is legal and justified ? If not, what relief the workman is entitled to ?"

2. Parties have filed the settlement and it is verified and accepted. Following are the terms of Settlement :

TERMS OF SETTLEMENT

1. That it has been agreed to regularise S/Shri Laxpati Tripathi, N. V. B. Rao and Shiv Mohan Tripathi of Burhar Sub-Area with immediate effect in the pay scale of Rs. 1095-37-1613 of NCWA-IV, as Clerk Gr. III.
2. Both the parties will be request CGIT, Jabalpur for passing consent award in case No. CGIT R/159/94, CGIT/R/160/94 accordingly.
3. This is full and final settlement of the above dispute and neither Union nor individual will raise the dispute over the above issue again before any forum/Court of Law.

3. In view of the aforesaid terms of Settlement, no dispute award is hereby passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 29 जून, 1995

का.आ. 2078.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गण में केन्द्रीय सरकार ई सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अन्तर्गण में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-95 को प्राप्त हुआ था।

[सं० एल-19012/105/86-डी IV (बी)]

राजालाल, डेस्क अधिकारी

New Delhi, the 29th June, 1995

S.O. 2078.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of E.C. Ltd. and their workmen, which was received by the Central Government on 28-6-1995.

[No. L-19012/105/86-D.IV (B)]
RAJA LAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 49 of 1988

PARTIES :

Employers in relation to the management of Bhanova Colliery of M/s. E.C.L.

AND

Their Workmen.

PRESENT :

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

APPEARANCES :

On behalf of Management—Mr. P. Banerjee, Advocate.

On behalf of Workmen—None.

STATE : West Bengal

INDUSTRY : Coal

AWARD

By Order No. L-19012/105/86-D.IV (B) dated 23rd April, 1987, the Central Government in exercise of its powers under Section 10(1)(d) and sub-section (2-A) of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of Bhanora Colliery of M/s. E.C. Ltd., P.O. Charanpur, Dist. Burdwan was justified in superannuating Sri Borhan Modi, Wagon Loader w.e.f. 4-9-1984 without assessing his age as per JBCCI's guidelines ? If not, to what relief the workman is entitled ?"

2. This is a case of the year 1988. As it appears from the order of reference, the General Secretary, Koyala Mazdoor Congress, Gorai Mansion, G.T. Road, Asansol was notified about the reference. The reference having been registered on 18-3-1988 in this Tribunal, the workmen however filed the written statement prior to the date on 13-7-1987, which was entertained in the case by order dated 18-3-1988. The management subsequently filed their written statement. Both the parties have also filed their rejoinder later on.

3. Even though the notice was made sufficient on the workmen, no one appears on their behalf and the workmen took no steps in the case appears from order dated 14-6-1989. Subsequently, numerous adjournments were also given by the then Presiding Officer. The workmen did not choose to file their letter of authority in favour of any one and no one represents the workmen in the Tribunal. The workmen also failed to produce any witness or documentary evidence in support of their case.

4. Even though some documents have been filed on behalf of the management in justification of their stand. They do not choose to lead any evidence either orally or documentary.

5. In view of the fact that the workmen have failed to participate in the case and consequently have abandoned their demand, it is not possible for the Tribunal to adjudicate upon the demand of the workmen. I hold that the demand of the workmen have been given up and pass a "No Dispute" Award.

The reference is accordingly disposed of.

Dated, Calcutta.

The 18th May, 1995.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 29 जून, 1995

का.आ. 2079:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गण में, केन्द्रीय सरकार डब्ल्यू सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अन्तर्गण में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-95 को प्राप्त हुआ था।

[सं० एल-22011/5/85-डी V)]

राजालाल, डेस्क अधिकारी

New Delhi, the 29th June, 1995

S.O. 2079.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

herely publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 28-6-95.

[No. L-22011/5/85-DV]

RAJA LAL, Desk Officer
ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Case Ref. No. CGIT/LC(R)(39)/1986

BETWEEN

The workmen represented through the Koyla Shramik
Sabha (HMS), Korba, Post Korba, District Bilaspur
(MP).

AND

Management of Western Coalfields Ltd., Coal Pstate,
Civil Lines, Nagpur (MS).

PRESIDED IN: By Shri Arvind Kumar Awasthy.

APPEARANCES:

For Union : Shri R. N. Srivastava.

For Management : Shri Mukhyopadhyaya.

INDUSTRY : Coal Mines, DISTRICT : Bilaspur (MP).

AWARD

Dated, June 21, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22011(5)/85-D.V dated 7-3-1986, for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the demands of the union, view of the agreement dated 17-7-1984 is justified, to re-employ the ex-casual workers of WCL? If yes, to what relief the workmen are entitled?"

2. The impugned Agreement dated 17-7-1984 (Ex. W/1) referred in the aforesaid reference order is as follows:

"Record note of discussion held between the Chairman/Managing Director of Western Coalfields and the following Union representatives of Koyla Shramik Sabha of Korba Area held today the 17th July, 1984 in the office of the Chairman.

Representing Management
Shri T. V. Laxmananana
(1) Shri Himanshu Pandey,
(President)

Representing Union

(2) R. N. Srivastava,
(General Secretary)

Recital of Unl. Case

1. (Appointment of the case of Casual Mazdoors of Manikpur colliery in view of the decision of the Hon'ble Supreme Court.—It is agreed that all the casual mazdoors pertaining to the list submitted by the union to the Supreme Court and also the list submitted by the ex-Sub Area Manager, Manikpur Colliery vide his letter No. MKP/IEO(C)-9842-44 on 19-4-80 to the Labour Enforcement Officer, Bilaspur will be given appointment within a period of one month i.e. before 17th August, 1984 on the same line on which the other casual mazdoors of the year 1976-77 of Manikpur and Surakachar colliery have been considered after the decision of the Supreme Court. The casuals are not required to get their names sponsored through the Employment Exchange, but they shall have to bring their identification certificate of their respective areas at the time of interview which must be duly signed by the M.L.A. and the Mukhiya or Sarpanch which should also be counter-signed by the local Police Officer of the Police Station.

It is also agreed that the interview will be held in Nagpur by a duly constituted committee headed by Shri R. K. Singh, Dy. C.P.M. alongwith other members. The General Mazdoors after appointment will be posted anywhere in Category I.

2. (Appointment of Security Guard).—It is agreed that all the old applicants for the post of Security Guard whose cases are pending with W.C.L. to whom interview letters had been issued will be again called for inter before September, 1984 and thereafter they will be issued appointment order according to their selection by the Selection Committee. In view of this settlement the parties are requested to withdraw the case from the High Court, Jabalpur and Calcutta. It is agreed."

3. It is not in dispute that the second part of the impugned Agreement dated 17-7-1984 regarding the appointment of Security Guards was complied with by the management. It is common ground that the Koyla Shramik Sabha (HMS) filed the Petition before the Hon'ble High Court of Madhya Pradesh claiming the employment of 100 ex-casuals and the Hon'ble High Court dismissed the Petition; that the Koyla Shramik Sabha thereafter filed S.L.P. No. 3782/81 in March 1981 before the Hon'ble Supreme Court and the claim of the Union for the employment of 100 ex-casual workers was dismissed by Order dated 14-9-1981; that after the dismissal of the S.L.P. No. 3782/81 Koyla Shramik Sabha filed the Contempt of Court Petition No. 447 and 448/82 arising out of the said S.L.P. No. 3782/81; that the Union submitted before the Hon'ble Supreme Court list of 215 casual employees supported by letter and certificate dated 19-4-1980 alleged to be issued by Shri P. S. Verma, Personnel Manager, Korba (referred in the impugned agreement dated 17-7-84); that the Hon'ble Supreme Court dismissed the Contempt Petition filed by the Union and thereafter the impugned Agreement dated 17-7-1984 was executed.

4. It is also common ground that Koyla Shramik Sabha (HMS) took up the dispute for the employment of the land oustees in August 1978 and the meeting was held on 15-9-1979 and the following minutes were recorded for providing the employment to the land oustees or casual employees:

"(a) Such persons whose land has been acquired for mining purposes will be given employment in the project concerned subject to availability of posts. Land oustees will not be required to get themselves sponsored by Employment Exchange.

(b) After this exercise is done and some land oustees are still left over in this list they will be given employment on priority basis against the vacancies of other projects after considering the cases of land oustees of the project.

(c) Remaining casuals of this list will be given preference while fresh recruitments is restored to in the concerned projects provided they are sponsored afresh by the Employment Exchange and they produce Domicile Certificate in support of their being local candidates.

That the Ministry of Labour referred the dispute on 7-3-1986 to this Tribunal and the Award was given in favour of the Union on January 11, 1988 by my learned predecessor, Shri V. S. Yadav; that the management filed Misc. Petition No. 1378/88 before the Hon'ble High Court challenging the Award passed by the Tribunal and before the Hon'ble High Court parties agreed to set aside the award and the case was remanded for passing afresh award; that the Koyla Shramik Sabha filed the Petition before the Hon'ble High Court and the Hon'ble High Court ordered that the evidence of Koyla Shramik Sabha be recorded on 13-3-95 to 16-3-1995.

5. The case of the union is that pursuant to the Agreement dated 17-7-1984 234 ex-employees of Manikpur Colliery were interviewed on 29th/30th September, 1984 to implement the direction of the Chairman-cum-Managing Director of W.C. Ltd. The Union has alleged that the subordinate officer of the Chairman-cum-Managing Director are not implementing the Agreement of regularising the appointment of 234

casual workers. It is alleged that during the course of conciliation proceedings before the Assistant Labour Commissioner(C), Bilaspur, the W.C. Ltd. management has submitted the reply vide letter No. WCL IR/Korba/9349 dated 29th April, 1985 in which they have admitted that they will implement the Agreement dated 17-7-1984 of the C.M.D. The case of the Union is that the C.M.D., W.C. Ltd. was the General Manager, Korba Area, during the year 1984 to 1987 and he was conversant with the fact that the alleged 234 ex-mazdoors were being paid wages by the Colliery and they are liable to be absorbed as regular mazdoors. The prayer of the Union is that the alleged 234 ex-mazdoors be declared entitled for the employment with the management of W.C. Ltd. vide Agreement Dated 17-7-1984.

6. The case of the management is that the alleged Agreement dated 17-7-1984 is not an agreement between Shri R. N. Srivastava and the then Chairman, W.C. Ltd., Shri T. V. Lakshmanan; that the alleged Agreement dated 17-7-1984 is the record note of discussions between the Union and Shri T. V. Lakshmanan, the then Chairman; that Shri T. V. Lakshmanan was not at all aware of the details of the dispute and Shri R. N. Srivastava had certain acquaintance with him and by misrepresenting the facts got recorded the alleged note dated 17-7-1984. It is further alleged that the Chairman never enters into agreement or settlement without calling the file and discussing the matter with the concerned department; that Shri T. V. Lakshmanan was completely misled by the Union and he has signed the record note without being conversant with the facts of the case. The case of the management is that land for Manikpur Project of Korba Area was acquired during the year 1956 and all the dispute of providing the employment to the land oustees were settled; that after the lapse of more than 20 years Shri R. N. Srivastava in August, 1978 submitted the list of 77 persons claiming to be the land oustees and ex-casual workers and requested for their employment; that in the meeting was held by the concerned Union and the management, and on 15-9-78 the guide lines of providing the employment to the land oustees was recorded; that the union later on gave a list of 100 ex-casuals and in the list of 100 casuals the names of 28 ex-casuals were included which was in the list of 77 persons submitted on 7-4-1980; that the union without showing any cause has dropped the names of 49 persons and included fresh names of 72 persons in the list of 100 persons; that the union took up the matter to the R.L.C.(C) and the Chairman-cum-Managing Director of W.C. Ltd. and they after prolonged discussions took the decision that the claim of the Union for employment of 100 ex-casuals was bogus and vide letter dated 5-3-1981 it was conveyed to the Union that they have no case.

7. That the Koyla Shramik Sabha (HMS) filed Petition before the Hon'ble High Court of Madhya Pradesh for re-employment of the said 100 casuals and the Petition was dismissed by the Hon'ble High Court and thereafter S.L.P. No. 3782/81 was filed before the Hon'ble Supreme Court and the Hon'ble Supreme Court dismissed the Petition and observed therein that the Petitioner will be at liberty to make fresh application before the management to regularise their service and directed the management at the case of 100 persons be considered on merits; that in pursuance of the observation of the Hon'ble Supreme Court 16 persons were given employment.

8. The case of the management further is that in view of the aforesaid circumstances there was no question of giving employment to the ex-casuals of Manikpur Colliery and the record note dated 17-7-84 for providing the employment to the ex-casuals in pursuance of the Supreme Court order was recorded under misrepresentation. The case of the management is that the Sub Area Manager, Manikpur Colliery has never supplied the list of casual workers on 19-4-1980 to Labour Enforcement Officer (C), Bilaspur. It is alleged that the alleged letter dated 19-4-1980 by the Sub-Area Manager, Manikpur Colliery was transplanted into the file of L.E.O.(C) Bilaspur and the action against the defaulting office was taken; that the affidavit of Shri S. S. Rastogi, Sub-Area Manager, Manikpur Colliery, was filed to the effect that letter dated 19-4-1980 was bogus. It was not issued by the office of the Colliery. The management has alleged that in view of the fact that the letter dated 19-4-1980 was not issued by the Colliery, the claim of the Union by the impugned record note dated 17-7-1984 to provide the employ-

ment to the ex-labourers detailed in the letter dated 19-4-80 is clearly on account of misrepresentation and it is bogus. The management has alleged that the record note dated 17-7-1984 was considered by Shri J. P. Srivastava, Dy. C.P.M. (JR) and he, inter-alia, observed that there was no evidence that the ex-casual workers referred in the impugned Agreement dated 17-7-1984 have worked in the Colliery in the relevant years 1974, 75 and 1976 and that unless the genuineness of the casual labourers are established the case of the Union cannot be considered; that the management took the stand vide reply dated 3-6-1985 that in the absence of any proof that the individual had worked as casual worker, their claim of giving them employment be not allowed. It was alleged that the management pointed out that there was no settlement vide agreement dated 17-7-84 and it is merely a discussion and executed in good faith and that Shri R. N. Srivastava is misusing and misrepresenting the record note dated 17-7-84.

9. The management further alleged that no public sector undertaking would run the risk of taking in employment people whose identity is doubtful. Management alleged that employment in public sector is given by the following certain norms and procedure and the statutory requirements under the Employment Exchange (Compulsory Notification of Vacancies) Act, 1959 is that the intimation of the vacancy should be given to the Employment Exchange and sponsorship of the candidate be done by the Employment exchange; that Shri T. V. Lakshmanan had no right to provide the employment to the casual workers who have not acquired any right of employment under the law. The management has proved that the demand of the union, on the basis of the Agreement dated 17-7-1984, for re-employment of ex-casual workers is not justified and in view of the circumstances in which the impugned Agreement dated 17-7-1984 was executed the alleged ex-casuals are not entitled for any relief, whatsoever.

10. Terms of the reference were made the issue in the case. Management examined witnesses and produced documents and the Union also produced documents and oral evidence.

11. Following are the points for determination in the case :—

Points for determination

Whether Agreement Dated 17-7-84 is merely a Record Note of discussion between the C.M.D. and Shri R. N. Srivastava or whether it is an Agreement between the union and the management ?

2. Whether the Agreement dated 17-7-1984 was got executed under misrepresentation and mistake of facts?
3. Whether the Agreement dated 17-7-1984 is enforceable under the law ?
4. Whether 234 ex-casuals are entitled for reinstatement or any relief under the Agreement Dated 17-7-1984 ?

Findings :

12. Point No. 1 : The contention of the management is that the proceedings dated 17-7-1984 is the record note of the discussions between the Union and the C.M.D., Shri T. V. Lakshmanan, and on the top of the document it is written that it is "Record note". The heading of the document is immaterial and the contents of the document are of real value. If the contents of document conveys that it was an Agreement than the heading that it was record note is meaningless. From the perusal of the contents of the document dated 17-7-1984 (Ex. W/1), it is clear that the management has agreed that all the casual mazdoors detailed in the list submitted by the Union to the Hon'ble Supreme Court and also submitted by the sub-Area Manager vide letter dated 19-4-1980 will be given appointment within a period of one month. The second part of the document relates to the appointment of Security Guards and it is alleged therein that all the applicants for the post of Security Guards will be given appointment as per agreement. In the last line of the document it is written that the parties have agreed for the facts mentioned in the document. Consequently, it is clear from the contents of the document that

it was an Agreement and not merely a Record Note of discussions.

13. The management issued the interview letters to the claimants detailed in the Agreement dated 17-7-1984 and on 29th and 30th September, 1984 Selection Committee conducted the interview. It is also not in dispute that the second part of the Agreement of calling the Security Guards for interview was complied with by the management and on the basis of the report of the Selection Committee the letter of appointment was issued to the Security Guards. However, the union filed the Civil Suit No. 1592/87 in the Court of Joint Civil Judge, Junior Division, Nagpur, and the management in its reply dated Sept. 1, 1987 admitted that the Agreement dated 17-7-1984 was complied with by the management. That on the basis of the report of Shri J. P. Srivastava, Dy. C.P.M. (R) management declined to comply with the Agreement dated 17-7-1984 and the conciliation proceedings were held before the A.L.C. (C), Bilaspur and the management vide their letter no. WCL/IR/Korba/9349 dated 28/29 April, 1985 agreed to implement the Agreement dated 17-7-1984. Consequently, on the basis of the following facts, it is clear that the document dated 17-7-1984 is an Agreement and not merely a Record Note of Discussions.

(a) From the contents of the documents, it is clear that it is an Agreement.

(b) that the Second part of the Agreement regarding the employment to the Security Guards was complied with and the step was taken by the management to implement the first impugned part of the document treating it as Agreement.

(c) Admission by the management in reply dated Sept. 1, 1987 in the Civil Suit before the Civil Judge, Nagpur.

(d) Letter No. WCL/Korba/9349 dated 28/29 April, 1985 sent by the management to the A.L.C. (C) regarding the policy & procedure for employment.

14. The contention of the management is that Shri R. N. Srivastava has no authority to enter into an Agreement dated 17-7-1984 and that it was barred by the principles of Res judicata in view of the judgment of the Hon'ble Supreme Court in S.L.P. No. 3782/81. It is admitted that Shri R. N. Srivastava raised the dispute in August, 1978 and the meeting was held on 15-9-1979 with the Union and the management and the management agreed to provide the employment to the casual mazdoors on certain conditions detailed in the Minutes. Since then Shri R. N. Srivastava went on representing the casual mazdoors and the management entertained him as a representative of the casual mazdoors. Even the Hon'ble Supreme Court in the Contempt Petition filed by Shri R. N. Srivastava in relation to S.L.P. No. 3782/81 directed to consider persons detailed in his list for the purpose of appointment. Objection of the management that Shri R. N. Srivastava has no right to represent the casual workers is an after thought and a highly belated plea and it is not inconsonance with the facts and evidence on record.

15. The Hon'ble Supreme Court in Contempt of Court Petition No. 447 & 448/82 arising out of S.L.P. No. 3782/81 has observed that the claim of the persons for the employment be taken consideration by the management after verifying their case. Consequently, it is wrong to say that the impugned Agreement dated 17-7-84 was hit by the principles of Res judicata as per decision of the Hon'ble Supreme Court in SLP No. 3782/81.

16. Management has also contended that the Agreement dated 17-7-84 was recorded under misrepresentation and it is invalid because Shri T. V. Lakshmanan has not taken consideration the guide line for the identification of the ex-casual workers, the management has alleged that he has relied on the list of the persons given by the union before the Hon'ble Supreme Court and submitted by Shri P. S. Verma on 19-4-1980 while the letter dated 19-4-80 of Shri P. S. Verma was fabrication and bogus and that the list before the Hon'ble Supreme Court was not accepted and also it was alleged to be fabricated and was not supported by the documentary evidence. These contentions of the management relate to the issue whether the Agreement dated 17-7-84 is enforceable and whether it was got executed under misrepresentation. This contention is not relevant to the issue whether document dated 17-7-84 is an agreement or merely a record note of discussions.

17. From the aforesaid discussions, it is clear that on 17-7-84 Union, Koyla Shramik Sabha (HMS) and Shri T. V. Lakshmanan, C.M.D. enter into a settlement to provide the employment to the casual mazdoors pertaining to the list submitted by the Union to the Supreme Court and also the list submitted by ex Sub-Area Manager, dated 19-4-1980.

17. Point No. 2 : The management has filed the affidavit of Shri A. K. Patnaik to the effect that letter dated 19-4-80 by Shri P. S. Verma, Personnel Manager, Korba, was not issued from his office. This letter dated 19-4-80 was first time came in light in the Contempt Petition filed by the Union before the Hon'ble Supreme Court. The allegation of the management that letter dated 19-4-1980 of Shri P. S. Verma was forgery is clear from the circumstance that the Union did not file this document dated 19-4-80 in SLP No. 3782/81; that this SLP No. 3782/81 was dismissed by the Supreme Court by order dated 14-9-81 and in this SLP Union has demanded the employment of only 100 employees. Letter dated 19-4-80 relates to 215 casual employees. No explanation exist for not claiming the relief before the Hon'ble Supreme Court on the basis of letter dated 19-4-80 in SLP No. 3782/81.

18. The letter dated 19-4-80 has given the details of happenings of 20-4-80. It is impossible to state in a document about the details of discussion taken place tomorrow i.e. 20-4-80. It is also note worthy that the letter dated 19-4-80 was written in reply to LEO's letter dated 16-4-80. The letter of LEO dated 16-4-80 was relating to the promotion of certain employees and it was not connected at all with the regularisation of the casual mazdoors. Consequently, there was no propriety of writing the alleged letter dated 19-4-80 to LEO regarding 215 casual employees. This letter dated 19-4-80 does not bear official stamp, seal or date of receipt. It is not explained that how and why from LEO office, it reached to Colliery.

19. No such letter on 19-4-80 was written by Shri P. S. Verma is further clear from the fact that even though discussion was held on 20-4-1980, 6th August, 1980 and 8th August, 1980 regarding the regularisation of the casual workers but no reference was made in these proceedings about the contents of this important document, letter dated 19-4-80. Shri Rastogi, Sub-Area Manager, clearly stated that in the office record of the Deputy Chief Personnel Manager there is no entry of sending the letter dated 19-4-80. The despatch number of last letter issued on 19-4-80 bears serial No. 69487 whereas the impugned letter dated 19-4-80 bears despatch No. 9842. This is certainly a impossibility. Hon'ble Supreme Court has also dealt with the impugned letter dated 19-4-80 of Shri P. S. Verma filed by the Union in the Contempt proceedings relating to SLP No. 3782/81. Management submitted the affidavit denying the fact that the letter dated 19-4-80 was issued by Shri P. S. Verma. Hon'ble Supreme Court accepted the submission of the management and the Contempt Petition of the Union was not allowed. In this connection, it is also relevant to observe that Koyla Shramik Sabha filed Misc Petition No. 674/82 in the High Court of Madhya Pradesh claiming the employment for 100 persons and in this Petition No. 674/82 the Union did not make any claim for the alleged 215 persons detailed in the letter dated 19-4-80 nor the union made any mention of the letter dated 19-4-80. No explanation is given by the Union that why the Union failed to claim any benefit out of the letter dated 19-4-80 for 215 ex-casuals. From the aforesaid discussions, it is clear that the alleged certificate issued by Shri P. S. Verma dated 19-4-80 was a forgery and certificate was never issued by the management. Union has never led any evidence before this Tribunal or before any of the authorities to prove the genuineness of the certificate dated 19-4-80, although the management from the beginning was alleging and filed the affidavit that the alleged letter dated 19-4-80 of Shri P. S. Verma is a forgery. Thus it is established beyond reasonable doubt that the letter dated 19-4-80 of Shri P. S. Verma was a fabricated document. The management from the inception denied its genuineness. The management before the Supreme Court filed the affidavit and collected the material to prove that this letter was fabricated. In this back drop, Shri T. V. Lakshmanan, C.M.D. on behalf of the management has no right and propriety to agree with the Union to provide the employment to the casual mazdoors on the basis of letter dated 19-4-80 of Shri P. S. Verma. Thus the contention of the management that Shri T. V. Lakshmanan has executed the Agreement dated 17-7-84 under the misrepresentation by the Union and mistake of fact appears to be true.

20. Shri T. V. Lakshmanan vide Agreement dated 17-7-84 has agreed to provide the employment to 100 ex-mazdoors whose names were given by the Union before the Hon'ble Supreme Court in SLP No. 3782/81.

21. Koyla Shramik Sabha (HMS) submitted in August 1978 to the management the names of only 77 persons who were allegedly land oustees or casual employees. However, for the reasons best known to the Union the names of 49 persons from the list of 77 persons were dropped. No explanation by the Union was given for dropping the names of 49 persons from the list of 77 persons. The Union without giving any reason submitted a fresh list on 7-4-80 of 100 casual employees. In this list of 100 persons 72 fresh names were included. The Union did not supply documents to show that these 100 persons were ex-casuals or land oustees. The Union was under the obligation to supply the document not only as per minutes dated 15-9-79 between the Union and the management but also to establish that the case of 100 persons for the employment was genuine. Shri D. P. Gupta, C.M.D., vide letter dated 5-3-1981 refused the claim of the Union for the employment of these 100 employees. The Union filed the SLP No. 3782/81 before the Hon'ble Supreme Court for the employment of the alleged 100 persons and the Hon'ble Supreme Court vide order dated 14-9-81 dismissed the Petition of the Union. The Contempt of Court petition No. 447 and 448/82 was also filed by the Union and therein the Union made the claim for the employment of casual workers which was not allowed.

22. Consequently, the Agreement by Shri T. V. Lakshmanan on 17-7-84 to provide the employment to the persons detailed in the list before the Supreme Court was not just and proper. However, it is clear that the Union and the Management agreed that the employment to ex-casuals and land oustees will be given the jobs on the proof that they have worked in the Manikpur Colliery in the years 1974, 1975 and 1976. The procedure for the selection of the ex-casuals was laid down by the management on 8-8-76 vide Ex. M/17. It is clear from Ex. M-17 that the scrutiny of the list of ex-labourers was to be made on the basis of wage sheet, payment register, attendance register and other payment records of casual workers maintained at the Account Office, Korba. The Agreement dated 17-7-84 did not stipulate that the selection of the candidate to be done on the basis of the procedure laid down as above. Actually no attempt was made by Shri T. V. Lakshmanan to ascertain that the ex-casual workers actually worked in the Colliery in the year, 1974, 1975 and 1976.

23. Shri J. P. Srivastava, Dy. C.P.M. (IR) made comments that the procedure laid down in Agreement dated 17-7-84 was defective and identity of the persons having worked in Manikpur Colliery cannot be established. It is further observed that there is no method for ascertaining whether the alleged ex-workers were the actual persons who worked in the years 1974, 1975 and 1976 in the Colliery. Shri J. P. Srivastava has pointed out that the list of 234 persons submitted by Shri R. N. Srivastava is defective as there are 25 persons whose names do not appear either in the list of 215 persons or 100 persons. Shri J. P. Srivastava has further pointed out that six persons have been included in the list of 234 persons who were minor in 1976 and as such could not have been employed at that time.

24. Consequently, it is clear that the list of the persons submitted in the Supreme Court by the Union was suspicious in nature and the management from the inception took the stand that these 100 persons have never worked as ex-casuals. The Union has never produced any evidence to establish that these 100 persons ever worked as ex-casuals in the years 1974, 1975 and 1976. The Hon'ble Supreme Court entertained the objection of the management that the persons detailed in the list of the Union had not worked as ex-casuals and the SLP was dismissed. In these circumstances, Shri T. V. Lakshmanan, C.M.D., was not supposed to agree to provide the employment to 100 persons included in the list of the Union filed before the Supreme Court. Shri T. V. Lakshmanan has not laid down the required procedure for the verification of the ex-casuals as per Ex. M/17. Consequently, it is clear that the Agreement dated 17-7-84 was recorded under the misrepresentation. It is clear from the affidavit filed by the management that Shri Lakshmanan was not conversant with the details of the dispute and he was on the post of C.M.D. just before signing the alleged Agreement dated 17-7-84. The Union did file Petition before the High Court and the Supreme

Court and two contempt proceedings against the management, civil suit and the criminal case also filed in connection to this case. The Union gave the strike notice for giving the employment to these persons. It appears that Shri T. V. Lakshmanan, C.M.D. succumbed to the tension and pressure of workers. The C.M.D. of the Colliery is the Head of the Department and that he has many other duties to perform and the possibility is there that Shri T. V. Lakshmanan in order to avoid tension and pressure of contempt proceedings and cases in the High Court and Supreme Court filed by the Union, in good faith and to appease the Union leaders, signed the Agreement dated 17-7-84. In this connection, it is pertinent to note that before entering into an Agreement on 17-7-84, Shri T. V. Lakshmanan did not call the file relating to the case and he entered into the Agreement without discussing the matter with the department concerned. The clause of the Agreement dated 17-7-84 that the casuals will bring their identification certificate duly signed by the M.L.A. or mukhiya is totally redundant. The point for consideration to provide employment was whether these casuals have actually worked in the years 1974, 1975 and 1976, that clause is not in the Agreement dated 17-7-84 and there is nothing to ensure and fix the identity of the ex-casuals who had actually worked in the years 1974, 1975 and 1976. Thus, it is clear that the Agreement dated 17-7-84 was executed under misrepresentation or under the mistake of facts.

25. Point No. 3: The Hon'ble Supreme Court vide its decision dated 14-9-81 (Ex. M/42) in SLP No. 3782/81 has directed that the liberty is given to the Union to make fresh representation before the management in regard to the regularisation of the service of ex-casuals. It was further directed that if such representation is made by the Union then it shall be considered on merits for all 100 persons. The Hon'ble Supreme Court took into consideration the plea of the management that the names of the petitioners do not appear in the rolls of the management, as such it was not possible to regularise their services. The Hon'ble Supreme Court clearly directed the management to consider the claim of the 100 persons for regularisation of their services on the basis of their merits. From Agreement dated 17-7-84 it is clear that the management has not considered the cases of the ex-casuals on merits. The wage sheet, payment register, attendance register and other record of the ex-casual workers maintained at the accounts office of the management at Korba were not produced either by the union or by the management to establish that the alleged persons were ex-casuals and they were entitled for the regularisation of their services. Consequently, the impugned Agreement dated 17-7-84 is in contravention of the direction given by the Hon'ble Supreme Court in SLP No. 3782/81, vide Order dated 14-9-81 (Ex. M/42).

26. From the perusal of the procedure to absorb the ex-casuals laid down in Ex. M/17 on 8-8-76 and from the perusal of the report of Shri J. P. Srivastava, Dy. C.P.M. (IR) it is clear that the only method of ascertaining the case of the alleged persons for their regularisation were their documents relating to the payment of wage sheet and attendance in the years 1974, 1975 and 1976. These documents were never filed by the alleged persons nor any affidavit was ever filed to show that they have worked in the years 1974, 1975 and 1976. It is very surprising that these 234 persons never appeared before the management nor they cared to file the affidavit nor they have ever made any appearance before the concerned authorities or the Tribunal. The Union leaders on behalf of these persons pleaded the case, but they have never filed any document or their affidavits to prove that they have worked at the relevant period. In this back drop, it is clear that the Agreement dated 17-7-84 is in violation of the clear direction of the Hon'ble Supreme Court and this material defect of non-observance of the direction of the Hon'ble Supreme Court has vitiated the Agreement dated 17-7-84.

27. It is observed in case of Amalgamated Coffee Estate Ltd. Vs. Their workmen (1965-II-LLI) (SC) p. 110 that before passing the Award the Tribunal as to bring its judicial mind to bear upon the settlement for determining whether it is fair, just and equitable.

28. It is observed in case of Rohatdas Industries Ltd. Vs. Presiding Officer, Industrial Tribunal, Bihar (1977) LAB IC 117 at page 152 that the Tribunal has complete jurisdiction to decide whether the agreement which have been arrived at between the parties to the industrial dispute was arrived at bona fide.

29. It is observed in case of *New City India Co. Ltd. Vs. M. L. Abhyankar* [1978 SCC (L and S) 183] and *Sirsilk Ltd. Vs. Government of M.P.* (AIR 1964 SC p. 160) that the Tribunal has right to examine the justness and fairness of the settlement. It is further observed therein that the justness and fairness of the settlement has to be examined with reference to the situation on the date it was arrived at.

30. The Agreement dated 17-7-84 is not only against the clear directions of the Hon'ble Supreme Court, but it is also entered into under the misrepresentation and mistake of facts. The Agreement dated 17-7-84 is opposed to the public policy. The contention of the management is that the statutory requirement in the Employment Exchange (Compulsory Notification of Vacancies) Act is that the name of the candidate should be sponsored on behalf of the Employment Exchange and after the interview the employment should be provided. The settled public policy is that the seats are reserved for the SC and ST and OBC. The criteria for the regularisation of the ex-casuals is laid down and rules to this effect are framed. In utter contravention of the alleged policy the impugned Agreement dated 17-7-84 was entered into and as such it is against the public policy.

31. It is observed in AIR 1992 (SC) p. 248 at page 223 that the plea that the agreement is a nullity under Sec. 23 of the Contract Act being opposed to public policy can be raised by the party who has earlier consented to the agreement. Consequently, the plea of the management that the Agreement dated 17-7-84 is not liable to be implemented as opposed to the public policy is tenable.

32. In case of AIR 1981 MP p. 69 at p. 75 it was observed that the contract caused by mistake of one party, as to matter of fact, is not enforceable. It is further observed therein that if the contract is entered into by providing the false statement by one party then the other party is entitled to avoid the agreement.

33. It is already held that the Agreement dated 17-7-84 was executed under the misrepresentation and mistake of facts. The list of 100 persons supplied by the Union before the Hon'ble Supreme Court and letter dated 19-4-80 of Shri P. S. Verma containing the names of the ex-casuals were false and fabricated documents. Consequently, the Agreement dated 17-7-84 to provide the employment on the basis of the alleged two lists is not only on account of misrepresentation but it was fraudulently obtained. Consequently, Agreement dated 17-7-84 is void under Section 23 of the Contract Act and is not enforceable by the Court of law.

34. The management was directed to enforce the Agreement dated 17-7-84 and Shri J. P. Srivastava, Dy. C.P.M. (IR) after examining the matter in detail came to the conclusion that the Agreement dated 17-7-84 is not enforceable. Following are the comments of Shri J. P. Srivastava :

(a) Record note of discussions held on 17-7-84 stipulates that casual mazdoors will be given appointment on the same lines on which other casual mazdoors of the year 1976-77 of Manikpur and Surkachar Collieries have been considered after the decision of the Supreme Court. The committee has not looked into these norms and therefore has not acted in accordance with the understanding.

(b) It is further observed that there are about 34 persons who have given their Colliery address and there are 171 persons who have given their home address and 29 persons have given their Colliery and home address both. The Union has all along been stating that these persons are still in Colliery and without any job, and therefore, they should be appointed/regularised.

(c) On a re-check of the names from the list of 234 persons it is found that there are 25 persons whose name does not appear either in the list of 215 persons or the list of 100 persons.

(d) Names of 6 persons have been included in the list of 234 persons who were minors in 1976 and as such could not have been employed at that time.

(e) With regard to the identification of persons who had reportedly worked sometimes in 1974, 1975 and 1976, in their identification and personal details with regard to parentage home address etc. which has been furnished by Shri R. N. Srivastava, General Secretary on his testimony cannot be relied upon in view of the past history. The procedure laid down with regard to identification and certification are not full proof with regard to the identity of persons having worked in Manikpur/Surkachar Colliery although identity of name may be correct based on the certification and authentication of Mukhiya/Sarpanch etc.

There is no method of verification for ascertaining whether 'A' was the actual person who had worked in 1974, 75, 76 for few days and he is the same person who has appeared before the selection committee and considered. The identification/certificates produced by the persons does not guarantee that he was the same person who had worked in 1974, 75 and 76 for few days and he is the same person who has appeared before the selection committee and considered. The identification/certificate produced by the persons does not guarantee that he was the same person who had worked in 1974, 75 and 76. The committee has not actually put them on physical test which is done for such recruitment in the Colliery and has given a general assessment about their physical appearance. Suitability or otherwise, therefore, cannot be accepted.

Unless the genuineness of the persons are established, their causes for appointment cannot be considered. MLA, Mukhiya etc. cannot have any personal knowledge or nor they have certified that they have worked as casuals in 1974, 75 and 76. We cannot employ impersonators. There are counter claims with regard to the genuineness or otherwise of the concerned persons. The understanding arrived at in the record note of discussions is incapable of being implemented unless some method of found out to ascertain the genuineness.

35. The learned Dy. C.P.M. (IR), Shri J. P. Srivastava, has given the valid reasons to hold that the Agreement dated 17-7-84 is not enforceable. There was no document, whatsoever, to show that these persons were the casual workers in the Colliery in the year 1974, 75 and 76. These casual workers have never appeared before any authority and they have never filed the affidavit or the documents to show that they have worked in the year 1974, 1975 and 1976. The Union leader Shri R. N. Srivastava took up the dispute in August 1978 only for 77 persons, thereafter the Union dropped the name of 49 persons from the list of 77 persons and a new list of 100 persons were submitted. Thereafter the list of 234 persons were submitted which was highly belated and it was introduced by Unions after the dismissal of the SLP No 2782/81 on 14-9-81. Even in the list of 234 persons the names of 75 persons does not appear either in the list before the Supreme Court or in the letter dated 19-4-80 of Shri P. S. Verma. Consequently, the report of the learned Dy. C.P.M. (IR) Shri J. P. Srivastava is just and proper and it is in accordance with the procedure laid down by the management vide Ex. M/17 dated 8-8-1976.

36. It is held in case of *Christian Medical College Hospital Versus C.M.C. Vellore Association* (1987 4 SCC 691 = 1988 SCC (L and S) 53) that—

The powers of an Industrial Tribunal to interfere in cases of dismissal of a workman by the management are not unlimited and the Tribunal does not act as a court of appeal and substitute its own judgment for that of the management. It will interfere (a) where there is want of good faith; (b) when there is victimisation or unfair labour practice; (c) when the management has been guilty of the basic error or violation of the principles of natural justice; and (d) when on the materials before the court the finding is completely baseless or perverse.

37. In view of the comments of Shri J. P. Srivastava and circumstances of this case and limited power of the Industrial Tribunal to substitute its own judgment for that of the management, I hold that the management has rightly declined to enforce the Agreement dated 17-7-84 and there is no reason to differ from the stand taken by the management.

38. From the above discussions, it is clear that the Agreement dated 17-7-84 is not enforceable because it was against the public policy and because it was executed under misrepresentation and mistake of facts.

39. It is observed in case of *Madhyamik Siksha Parishad, U.P. Vs. Anil Kumar Mishra and Ors. etc.* (1984-II-LLJ p. 977) that the persons working on ad hoc assignment have no right for regularisation on the basis of completion of 240 days work on the post which was not sanctioned and as such employee has no status under the I. D. Act to claim regularisation. The Union has not pleaded that these 234 persons have worked for more than 240 days and they were entitled to be regularised on completion of the statutory period. The case of the management is that some of the persons in the Colliery were appointed on daily wages and they have worked only for few days. The contention of the management is that giving employment to these persons who have worked as casuals for few days will create unprecedented situation and deprive the rightful persons from employment. It is already stated that the Union has not produced evidence to establish that these persons have worked as ex-casuals in the year 1974, 75 and 76. After the judgment by the Tribunal in the year 1988, 234 persons were given the employment by the management. The Union leader, Shri R. N. Srivastava, states that these 234 persons are not the real persons and they are the impersonator. Management also alleges that these persons who are in the employment consequent to the award by the Tribunal in the year 1988 are fictitious and impersonators. Thus, it is clear that the claim of 234 persons that they have worked in the year 1974, 75 and 76 as ex-casuals and they are entitled for regularisation as per terms of the Agreement dated 17-7-84, is false and fake and it is not supported by any evidence. It is also against the provisions of the I. D. Act and against the principles enunciated vide judgment of *Madhyamik Siksha Parishad (supra)*. From the above discussions, the clear conclusion is that it is hazardous to implement the Agreement dated 17-7-84 and it is not legally enforceable.

40. Point No. 4.—Industrial Tribunal has the power to impose the new obligations or abolish the old ones or modify the terms and conditions of the employment, if it is necessary, in the interest of social justice and for the sake of peace and harmony in the industry. In case of *R. B. Dewan Badridas Vs. Industrial Tribunal* (1962-II-LLJ p. 366 at page 370), the Hon'ble Supreme Court has observed that in order that industrial adjudication should be completely free from the tyranny of dogmas or of preconceived notions, it is necessary that broad principles for its guidance should be avoided. Following are the observations made by the Hon'ble Supreme Court in case of *Bharat Bank Ltd. Vs. Its Employees* (1950-I-LLJ p. 921) :

"In settling the disputes between the employers and the workman, the function of the Tribunal is not confined to administration of justice in accordance with law. It can confer rights and privileges on either party which it considers reasonable and proper, though they may not be within the terms of any existing agreement. It has not merely to interpret or give effect to the contractual rights and obligations of the parties. It can create new rights and obligations between them which it considers essential for keeping industrial peace."

It is also observed in case of *Rohtas Industries Ltd. Vs. Brijnandan Pandey* (1956-II-LLJ 444 (449) (SC) that—

"A court of law proceeds on the footing that no power exists in the courts to make contracts for people ; and the parties must make their own contracts. The courts reach their limit of power when they enforce contracts which the parties have made. An

Industrial Tribunal is not so fettered and may create new obligations or modify contracts in the interests of industrial peace, to protect legitimate trade union activities and to prevent unfair practice or victimization."

41. There is no documentary evidence to establish that the 234 persons have ever worked in the year 1974, 75 and 76 in the Manikpur Colliery. I have already concluded that the claim of 234 persons is an after thought, without any evidence and doubtful. The Agreement dated 17-7-84 is opposed to the public policy and its implementation is no consonance with the provisions of the I. D. Act or the rights of regularisation of the casual workers. The implementation of Agreement will also offend just and proper decision of the management of not implementing the Agreement dated 17-7-84. Consequently, I have no hesitation in coming to the conclusion that in the interest of social justice and of the industrial adjudication it will not be proper to implement the Agreement dated 17-7-84. If the award is passed to provide the employment to 234 persons as per Agreement dated 17-7-84 then because of the non-availability of the clear evidence to fix the identity of the persons, it will lead to abuse the process of law, bad precedence and corruption in the coal industry. The public money is not for the undue enrichment of undeserving persons.

42. Consequently, in the interest of industrial peace and harmony, it is necessary in the circumstances of the present case to invoke the extraordinary power of the Tribunal to modify or nullify the Agreement between the parties. Thus, I am of the opinion that the Agreement dated 17-7-1984 should not be implemented and the workmen are not entitled for any relief, whatsoever.

43. It is, therefore, held that the demands of the Union in view of the Agreement dated 17-7-1984 for re-employment of casual workers is not just and proper and the workmen are not entitled for any relief whatsoever. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 29 जून, 1995

का.आ. 2089—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एस सी सी एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-95 को प्राप्त हुआ था।

[सं. एल-22012/310/94-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 29th June, 1995

S.O. 2080.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen, which was received by the Central Government on 28-6-1995.

[No. L-22012/310/94-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

PRESENT :

Sri A. Hanumanthu, M.A., LL.B., Industrial Tribunal-I.

dated 27th day of March, 1995

Industrial Dispute No. 1 of 1995

BETWEEN

The Working President, A.P.
Collieries Mazdoor Union,
Godavari Khan, Karimnagar (Dist) .. Petitioner

AND

The General Manager, Singareni
Collieries Company Limited,
Ramagundam Area II, Godavari Khan,
Karimnagar (Dist) .. Respondent

APPEARANCES:

NIL

AWARD

This is a reference made under Section 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947 made by the Government of India, Ministry of Labour, by its Order No. L-22012-310/94-IR C-II) dated 29-11-1994 for adjudication of the dispute annexed to the schedule which reads as follows :—

"Whether the action of the management in dismissing the services of Sri B. Sailu, Ex-General Mazdoor, GDK 11-A Incline is justified and legal. If not to what relief is the workman entitled to?"

This reference has been registered as Industrial Dispute No. 1 of 1995. Both the parties were served with the notices

2. Both the parties called absent though notices served on them and both of them are set exparte.

3. Since both the parties are not interested in prosecuting this case, I hold that both the parties are not entitled to any relief and the reference is terminated.

Award passed.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 27th day of March, 1995.

A. HANUMANTHU, Industrial Tribunal-I

नई दिल्ली, 29 जून, 1995

का.आ. 2081.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ईसीएल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पक्षों को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-95 को प्राप्त हुआ था।

[सं. एन-19012/102/86 डी 48(बी)]

राजालाज, ईशक अधिकारी

New Delhi, the 29th June, 1995

S.O. 2081.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of E.C. Ltd. and their workmen, which was received by the Central Government on 28-6-1995.

[No. L-19012/102/86-D.IV (B)]

RAJA LAI., Desk Officer

1708 GI/95—5.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 46 of 1988

PARTIES :

Employers in relation to the management of Sripur
Colliery of M/s. E.C.L.

AND

Their Workmen.

PRESENT :

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

APPEARANCES :

On behalf of Management—Mr. P. Banerjee, Advocate.

On behalf of Workmen—None.

STATE : West Bengal

INDUSTRY : Coal

AWARD

By Order No. L-19012 102.86-D.IV (B) dated 23rd Aprl, 1987, the Central Government in exercise of its powers under Section 10(1)(d) and sub-section (2-A) of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication :

"Whether the Management of Sripur Colliery of M/s. E.C. Ltd., P.O. Kalipahuri, Dist. Burdwan was justified in denying permanent status to the following workmen of Jamuria A and B pit inspite of their putting in 240 days attendance in a Calendar year? If not, to what relief the workmen are entitled?"

LIST OF THE WORKMEN

1. Shri Punia Saw
2. Shri Sea Gouda
3. Shri Singesri Nonia
4. Ch. Manua Nunia
5. Shri Chand Muni Mejhan
6. Shri Dhanuy Bhiya
7. Shri Lakhia Nunia
8. Shri Asa Kore
9. Shri Jogia Paswan
10. Shri Sasti Bouri
11. Shri Dulali Bouri
12. Shri Manua Nunia (B)

2. This is a case of the year 1988. Even though the management had appeared through Mr. P. Banerjee, Advocate, no one from the side of the workmen filed the letter of authority. It appears however from the order sheet dated 12-11-1992 that one Mr. Bejoy Kumar, Joint Secretary of the Union had appeared for the Union but without any letter of authority. The parties have filed their written statement and the workmen also filed a rejoinder.

3. A petition was filed on 25-2-1991 stating therein that the parties are negotiating for a settlement and the terms of the settlement were yet to be finalised. This petition carried the endorsement of the workmen, stating 'No Objection'. No settlement, however filed in the Tribunal and the Tribunal directed on 12-11-1992 that the parties should come ready for hearing on 13-1-1993. The workmen however did not take any step to represent themselves before the Tribunal on that date and no evidence has been led by the workmen even though the case was adjourned from date to date for hearing.

4. On 24-11-1994, the Tribunal ordered the case to be adjourned as last chance for hearing, failing which necessary orders will be passed. In spite of this no step was taken on behalf of the workmen.

5. Mr. Banerjee, Learned counsel appeared on behalf of the management on 17-5-1995 and submitted that the

workmen were not appearing in this case for quite a long time and have not taking any steps in this case. No evidence has been led on behalf of the workmen. It is impossible for any Tribunal to adjudicate upon any demand without evidence on record. In the absence of any allegation that the demands were unfairly given up or were not pressed, I am satisfied that the workmen had abandoned their claim. I accordingly pass a "No Dispute" Award in this reference. The reference is accordingly disposed of.

Dated, Calcutta,

The 17th May, 1995.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 30 जून, 1995

का.आ. 2082.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार का 28-6-95 को प्राप्त हुआ था।

[सं. एल-22012/172/91-आई आर (सी-II)]
राजलाल, डेस्क अधिकारी

New Delhi, the 30th June, 1995

S.O. 2082.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on 28-6-1995.

[No. L-22012/172 '91-IR (C-II)]
RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)
Case Ref. No. CGIT/LC(R)(11)/1992

BETWEEN

Shri Toofani S/o Durbal represented through the General Secretary, M.P. Koyala Mazdoor Sabha (H.M.S.), P.O. South Jhagrakhand Colliery, District Surguja (MP).

AND

The Area Manager Dy. General Manager, Duman Hill Group Mines, P.O. Sonawani Colliery, District Surguja (MP).

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman—Shri Kashinath.
For Management—Shri R. K. Yadav.

INDUSTRY : Coal Mines DISTRICT : Surguja (MP)

AWARD

Dated, June 15, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/172

91-IR (C-II) dated 8-1-1992, for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the action of the management of North Chirimiri Colliery of Duman Hill Group of Mines of Chirimiri Area of SEC Ltd., dismissing from services of their workman Shri Toofani S/o Durbal, Coal cutter, North Chirimiri Colliery is legal and justified. If not, to what relief the workman is entitled to?"

2. In the case Settlement was filed by the parties. After filing of the Settlement, the workman did not appear to verify it. The Settlement was verified by the management. Settlement bears the signatures of both the parties. Settlement is fair and proper. Following are the terms of Settlement :

TERMS OF SETTLEMENT

1. Sri Toofani S/o Durbal and Union MPKMS agrees to withdraw the case pending before the CGIT by filing a copy of settlement before Presiding Officer, CGIT.
 2. Sri Toofani assured to have good conduct in future.
 3. Sri Toofani and the Union agreed to accept posting at Hasdeo Area on re-employment.
 4. Sri Toofani and the Union agreed not to claim any back wages before any authority in future.
 5. Management agreed to take Sri Toofani S/o Durbal back in employment as fresh entrant as Coal Cutter Loader.
 6. It was agreed that the period of absence from the date of dismissal till the date of re-employment shall be treated 'Dies-non' i.e. to say that he will not be entitled for any wages or benefit for the period. However, as a gesture it was agreed by the management to consider continuity of service only for the purpose of gratuity.
 7. It was agreed by the management to post him to Hasdeo Area of SFCL.
 8. Both the parties agreed it as full and final settlement of the dispute.
3. In view of the aforementioned terms of Settlement, no dispute award is passed. Parties to bear their own costs.
ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 4 जुलाई, 1995

सा.का. 2083.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मै. भारत कोकिंग कोल लिमि. के लोदना क्षेत्र की लोदना कोलियरी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 1) धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-7-95 को प्राप्त हुआ था।

[संख्या एल-20012/48/93-आई आर (कोल-1)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 4th July, 1995

S.O. 2083.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 1), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Lodna Colliery under Lodna Area of

M/s. B.C.C. Ltd. and their workmen, which was received by the Central Government on 4-7-95.

[No. L-20012/48/93-IR (Coal-I)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d)(2-A) of the Industrial Disputes Act, 1947
Reference No. 23 of 1994

PARTIES:

Employers in relation to the management of Lodna Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen.

PRESENT:

Shri P.K. Sinha, Presiding Officer.

APPEARANCES:

For the Employers: Shri B. Joshi, Advocate.

For the Workmen: None.

STATE: Bihar.

INDUSTRY: Coal.

Dated, the 26th June, 1995

AWARD

By Order No. L-20012(48)/93-I.R. (Coal-I) dated 17-2-1994 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of Lodna Colliery under Lodna Area of M/s. BCCL in reducing the basic salary of Shri Ram Milan Choubey, Hindi Superintendent from Rs. 2297 to Rs. 2137 w.e.f. 6-9-90 is justified? If not, what relief is the concerned workman entitled to?"

2. The dispute has been settled out of the Tribunal. A memorandum of settlement has been filed in this Tribunal. I have gone through the terms of settlement and I find those to be fair and reasonable. I allow the prayer and render an award in terms of the settlement. The memorandum of settlement shall form part of this award.

3. Let a copy of this award be sent to the Ministry as required under Sec. 15 of the Industrial Disputes Act, 1947.

P. K. SINHA, Presiding Officer

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

Reference No. 23/94

Employers in relation to the management of Lodna Area of M/s. Bharat Coking Coal Ltd.

AND

Their Workmen

PETITION OF COMPROMISE

The humble petition on behalf of the parties to the above reference most respectfully Sheweth—

1. That the above dispute has been amicably settled between the parties on the following terms—

Terms of Settlement

(a) That the basic salary of the concerned workman, Shri Ram Milan Choubey, Hindi Superintendent will be fixed at Rs. 2297 on 6-9-1990 as per the order dated 8-1-1991 by which the concerned workman was nominated to Grade A with effect from 6-9-1990.

(b) That after his fixation at Rs. 2297 basic on 6-9-90 the present basic will be fixed and he will be paid his salary after fixation of his new basic within one month from the date of this settlement.

(c) That for the entire period from September 1990 till the refixation of his basic salary, he will be paid difference of wages at the rate of Rs. 64.84 per month within a period of 60 days from the date of this settlement.

(d) That the concerned workman will have no further claim with regard to difference of wages and benefits for the period from 1-9-1990 till the date of refixation of his basic salary under this settlement.

2. That in view of the aforesaid settlement, there remains nothing to be adjudicated.

Under the facts and circumstances stated above, the Hon'ble Tribunal will be graciously pleased to accept the terms of the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

For the Workman

Sd/-

(Lalan Choubey)

Secretary,

R. C. M. S. Dhanbad

Witnesses:

1. Sd/- P. K. Sharma.

2. Sd/- P. K. Saily.

For the Employers

Sd/-

(J S GILL)

Chief General Manager

Lodna Area

Sd/-

(M. PRASAD),

Dy. Chief Personnel Manager, Lodna Area.

नई दिल्ली, 6 जुलाई, 1995

का.आ. 2084.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. भारत कोकिंग कोल लिमि. की बरारी कोलियरी भोवरा एरिया नं. 11 के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-7-95 को प्राप्त हुआ था।

[सं. एल-24012/59/86-डी-4(बी) (आईआर कोल-1)]

ब्रज मोहन डेस्क अधिकारी

New Delhi, the 6th July, 1995

S.O. 2084.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 2), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bararee Colliery of Bhowra Area No. XI, M/s. B.C.C.L. and their workmen, which was received by the Central Government on 5th July, 1995.

[No. L-24012/59/86-D.IV(B)/27 (Coal-I)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri D. K. Nayak, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 35 of 1987

PARTIES :

Employers in relation to the management of Bararee Colliery of Bhowra Area No. XI, M/s. Bharat Coking Coal Ltd.

AND

Their workmen.

APPEARANCES :

On behalf of the workmen—Shri S. Bose, Secretary, R.C.M.S. Union

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dhanbad, the 29th June, 1995

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred by them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012/59/86-D.IV(B), dated, the 31st December, 1986.

SCHEDULE

"Whether the action of the management of Bararee Colliery of Bhowra Area No. XI of M/s. Bharat Coking Coal Limited, in terminating the services of Shri Mahabir Bhuia, M.C. Loader is justified. If not, to what relief the workman is entitled ?"

2. Pursuant to the above reference parties filed their respective W.S. and rejoinder on different dates.

3. In the W.S. filed by the workmen it is stated that the concerned workman is originally an old employee of Golukdih Open Cast Project having Form B. No. 10/4. A list was prepared by the Personnel Manager, M.P.(E) BCCL Headquarters in respect of 100 workman including this workman for their transfer to Golukdih and issued an order bearing No. BCCL/PA-1:00/800/85/61/9-011 dated 7th September, 1983 and in pursuance of the said order the said concerned 100 workmen were released and directed to report for duty to the G.M. Bhowra Area. There was an appeal from the side of the workmen but it was rejected by the management on such issue of transfer. Thereafter a letter was addressed to the Agent of the Manager, Bararee Colliery by the P. M. Bhowra Area dated 4th/9th November, 1993 to delete the name of this workman and one Manohar Bhuia and Thakur Manjhi from the aforesaid transfer order. But unfortunately the local management instead of deleting their names stopped them from their work from 16th November, 1983 and letter was issued to that effect for seeing the matter addressed to the P.M. Area No. IX. This workman met the P.M. from where he came to know that neither there is any order for his stoppage nor for deletion of his name and therefore a complaint was lodged by the concerned workman and the management to cover up their mistake and illegal action issued a chargesheet dated 2nd/7th April, 1984 to this workman alleging that he has been absenting from 17th November, 1983. The concerned workman replied to it by letter dated 12th April, 1984 and he was allowed to resume duty from 17th April, 1984 and accordingly he demanded wages for the idle period from the date of his idleness till the date of his joining. As a result he was stopped from working by a letter dated 25th April, 1984 and since then he is sitting idle. An attempt was made for conciliation but it failed alleging that the workman is an imposter though no charge sheet on that ground ever issued nor any enquiry took place.

4. In the W.S.-cum-rejoinder the employer has stated that the reference is bad in law and the workman cannot be provided with any relief under the I.D. Act. It is admitted that the said Mahabir Bhuia the concerned workman was appointed as Miner/Loader at Golukdih Colliery in place of his mother Smt. Tusiya Kamin on her voluntary retirement and his appointment was on 25th February, 1978. Thereafter he had undergone training under the Mines Vocational Training Rules as per Office Order dated 13th March, 1978. On completion of his training he was posted in Golukdih

Open Cast Project while he worked upto June, 1983. The further case of the management in their W.S. is that on 3rd October, 1983 the name of the concerned workman was included in the list of 100 miner/loaders for transfer from Golukdih to Bhowra area. It is stated further that real Mahabir Bhuia worked in Golukdih till June, 1983 and started absenting from duty from June, 1983 and by taking advantage of such absence of real Mahabir Bhuia his younger brother reported for duty at Bararee Colliery pursuant to the order of transfer dated 3rd October, 1983 and actually he worked there for 17 days. It came to the notice of the Personnel Officer Golukdih Open Cast Project and detected the said imposter and held that real Mahabir Bhuia worked upto June, 1983 and in his absence some other person was working by his name by impersonation and brought the matter to the notice of the Manager. Accordingly it was referred to the G.M. Bhowra area and the imposter was stopped from work from 29th October, 1983. It is stated further that the photo of the impersonator did not tally in verification of the photo of real Mahabir Bhuia who was provided with employment and whose photograph was pasted in the Vocational Training Certificate and then a charge sheet was issued in the name of Mahabir Bhuia for remaining absent from duty with effect from 17th November, 1983. There was a mistake in doing so because the real Mahabir did not report at any time in Bararee Colliery and he was not stopped from work but actually the younger brother who has impersonated was stopped from the work and this mistake was discovered and the impersonator was again stopped from work on 24th May, 1985. The present case is not of real Mahabir Bhuia so the management stopped the impersonator from duty but they did not terminate the service of real Mahabir Bhuia who also apparently connived and entered into un-holly combination with his younger brother for working in Bararee Colliery. As a result the management neither terminated the services of real Mahabir Bhuia nor he was stopped from work so the impersonator Mahabir Bhuia is not entitled to any relief. In the rejoinder the reply of the W.S. of the concerned workman has been given in parawise and practically facts already stated have been re-stated with certain additions which are not to be stated further as the facts have already been stated in nutshell covering it.

5. In the rejoinder from the side of the management also repeats the facts already stated which does not require to be stated again furthermore.

6. In the instant case from the side of the management one witness has been examined and from the side of the workman three witnesses have been examined.

7. In the instant case from the side of the management area of BCCL had deposed that he took participation in the conciliation proceeding and photo copy of the letter issued to the ALC(C) Dhanbad by him dated 7th October, 1985 is marked as Ext M-1. He has denied that any person name Mahabir Bhuia met him at any point of time. He has proved the letter under the signature of B. P. Yadav the Personnel Manager addressed to the ALC(C), Dhanbad in connection with the conciliation proceeding marked Ext. M-2. In cross-examination he had deposed that on 16th November, 1983 the actual Mahabir Bhuia who is the concerned workman was not working in Bhowra Area and the false workman was stopped from duty only after receipt of the report from Bastacolla area to the effect that he was not a genuine workman. He cannot remember whether any charge sheet was issued. He had stated that the work of the imposter Mahabir Bhuia was stopped.

8. For the workman WW-1 Kishun Bhuia had deposed that Mahabir Bhuia is known to him as his co-employee and he was employed in place of his mother and he has proved the identity card (Zerox copy of the concerned workman and Mahabir Bhuia marked Ext. W-2). He was also transferred to Bararee Colliery in the month of November, 1983 by which order Mahabir Bhuia was also transferred and after 3 days he was served with a charge sheet for his non-attendance at Bararee Colliery to which he gave a reply. Thereafter he was allowed to join and he is not working at present in his new assignment. He was cross-examined at length and he denied the fact that one Kishun was pushed in place of Mahabir and also the factum of stopping work

of Kusun has been denied. Another witness WW-2 Rajkumar Bhuia had denied the impostor to be worked in the name of Mahabir Bhuia who had stated that the concerned workman Mahabir was absent for his ailment but he never relinquished his service. Mahabir Bhuia himself has been examined as WW-3 and he had deposed that he was given service in place of his mother and joined at Golukdihi colliery and thereafter he was transferred to Bararee Colliery where he worked for 10/12 days and he remained absent from the service on account of his illness and after 15/16 days when he worked there he was charge-sheeted to which he gave reply. In spite of deposit of all the relevant papers to prove his identity he was not allowed to join and he stated that the matter was brought to the notice of the ALC(C) and when no relief was obtained then this reference was cropped up and he had denied that it is false to say that he pushed his brother in Bararee Colliery in his place.

9. There are documentary evidence too.

10. In course of argument as well as from the W.S. and deposition it is not disputed that the concerned workman Mahabir Bhuia was given job in Golukdihi colliery in place of his mother on her voluntary retirement and thereafter he was transferred to Bararee Colliery along with other workmen. It is also not disputed that he remained absent at his new assignment for a number of days.

11. Therefore, the identity and the service of the concerned workman Mahabir Bhuia have not been challenged by the management but the allegation is otherwise.

12. At this stage in course of hearing/argument Mr. Joshi, the learned Advocate appearing for the management submits that the management has got no objection to allow Mahabir Bhuia for performing the work as an employee of BCCL in the post to which he was attached at the place where he was transferred as per order mentioned above subject to condition that he would not claim the back wages for the period he kept himself in the job in consultation with the Attendance Register.

13. Mr. Bose appearing for the workmen conceded to this suggestion but added that his seniority and amenities including the service benefits as per service rules are to be maintained irrespective of his absence under the present circumstances and he would get the back wages from the period he was not allowed to join in the service.

14. In reply to this Mr. Joshi, learned Advocate appeared for the management did not dispute. Accordingly after consulting both Mr. Joshi and Mr. Bose representing the management and the workmen respectively and considering all facts and circumstances appearing in this case the reference is disposed off and award is passed in the following terms and conditions.

It is held that the action of the management of Bararee Colliery of Bhowra Area No. XI of M/s. B.C.C.L. in terminating the services of Shri Mahabir Bhuia, M.C (real person) is not justified. He is at liberty to join in his assignment. He is allowed to join his service within two months from the date of publication of the Award and would get the back wages for the days he worked in consultation with the attendance register. After joining he would get all the benefits to the post to which he is attached along with his continuity and seniority in service. But if he does not join within the time the management will be at liberty to take legal action for his termination as per service condition. He will also get the back wages from the time when he was disallowed to join in his new assignment if he joins within the stipulated period.

This is my Award.

D. K. NAYAK, Presiding Officer

नई दिल्ली, 6 जुलाई, 1995

का.ग्रा. 2085-औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय

सरकार में, भारत कोकिंग कोल लिमि. के भौरा
अपन कास्ट प्रोजेक्ट के प्रबंधन के संबंध नियोजकों
और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक
विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, (स. 1)
धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार
को 5-7-95 को प्राप्त हुआ था।

[सं एन-20012/315/93-आई आर (कोल-1)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 6th July, 1995

S.O. 2085.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. I), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhowra Open Cast Project of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 5-7-95.

[No. I-20012/315/93-IR (Coal-I)]
BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT TRIBUNAL
NO. I, DHANBAD

In the matter of a reference under section 10(1)(d)(2-A)
of the Industrial Disputes Act, 1947.

Reference No. 85 of 1994

Parties :

Employers in relation to the management of Bhowra Open
Cast Project of M/s. B.C.C. Ltd.

AND

Their Workmen

Present :

Shri P. K. Sinha, Presiding Officer.

Appearances :

For the Employers : Shri B. Joshi, Advocate.

For the Workmen : None.

STATE : Bihar

INDUSTRY : Coal

Dated, the 27th June, 1995

AWARD

By Order No. I-20012/315/93-IR. (Coal-I) dated 8-4-94 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of M/s. B.C.C.L. Bhowra Area No. XI in dismissing workman, Shri Sudhir Chandra Yadav w.e.f. 23-9-92 without conducting any enquiry is justified ? If not what relief is the concerned workman entitled to ?"

2. The dispute has been settled out of the Tribunal. A memorandum of settlement has been filed in this Tribunal I have gone through the terms of settlement and I find those to be fair and reasonable. I allow the prayer and render an award in terms of the settlement. The memorandum of settlement shall form part of this award.

3. Let a copy of this award be sent to the Ministry as required under Sec. 15 of the Industrial Disputes Act, 1947.

P. K. SINHA, Presiding Officer

MEMORANDUM OF SETTLEMENT ARRIVED AT BETWEEN THE MANAGEMENT OF BHOWRA AREA AND SRI SUDHIR CHANDRA YADAV, EX-WELDER, BHOWRA OCP AND DCKS UNION, IN FORM 'H' MANAGEMENT SIDE.

1. Sri Bhagwan Prasad,
Dy. C.P.M.,
Bhowra Area.

WORKMAN SIDE.

- (1) Sri G. N. Mishra,
Area Secretary, DCKS.
(2) Sri Sudhir Ch. Yadav,
Ex-Welder, Bhowra OCP.

SHORT RECITAL OF CASE

Shri Sudhir Chandra Yadav, Ex-Welder, Bhowra OCP, was dismissed from the service of the company under Clause 28 of Certified Standing Order applicable to the employees of BCCL. This issue was discussed at different forums and at last it was taken up at the corporate level for his re-instatement. G.M. (IR&W), Koyla Bhawan, vide his letter No. BCCL/PER/IR/Sum. dismiss/95/5326 dated 14/17-4-1995 has communicated us the approval of the competent authority for his re-instatement with posting at Lodna Area, on the following terms and conditions :

TERMS AND CONDITIONS

- (1) Shri Sudhir Chandra Yadav shall be allowed to resume his duty with immediate effect and he shall be posted at Lodna Area.
- (2) The period of his absence from the date of his dismissal till the date of resumption of duty at Lodna Area shall be treated as dies non and he will not be entitled for any wages whatsoever for the said period. However, he shall be allowed continuity of service for the purpose of gratuity.
- (3) Sri Sudhir Chandra Yadav shall withdraw the case filed against the management by him and pending before tribunal Civil Court or any other Court and the agreement itself will be treated as an undertaking which will be filed before the Hon'ble Court, where the case is pending.
- (4) That it is agreed that the copy of the Agreement shall be sent to the ALC(C) and RLC(C), Dhanbad and it would be presumed that the dispute is resolved once for all.

(BHAGWAN PRASAD),

Dy. C.P.M.,
BHOWRA AREA.

(G. N. MISHRA),
AREA SECRETARY,
D.C.K.S.

(Sudhir Chandra Yadav),
Workman concerned.

WITNESSES :

- (1) Sd./- Illegible.
(2) Sd./- Illegible

Forman Incharge

नई दिल्ली, 6 जुलाई, 1995

का.आ. 2086.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. मेंटल कोलफील्ड्स लिमि. की गिरिडीह कोलियरी के प्रबंधक के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निहित औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2) धनबाद के

पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-95 को प्राप्त हुआ था।

[सं एल-24012/140/85-डी-4(बी)/आईआर(कोल 1)]
ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 6th July, 1995

S.O. 2086.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 2), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Giridih Colliery of M/s. C.C.L. and their workmen, which was received by the Central Government on 5-7-1995.

[No. L-24012(140)/85-DIV(B)/IR(Coal-I)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri D. K. Nayak, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 133 of 1986

PARTIES :

Employers in relation to the management of Giridih Colliery of M/s. Central Coalfields Limited,

AND

Their Workmen.

APPEARANCES :

On behalf of the workmen : Shri N. P. Singh, Area Secretary, R.C.M.S. Union.

On behalf of the employers : Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 28th June, 1995

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012(140)/85-DIV(B), dated, the 14th March, 1986 :

SCHEDULE

"Whether the action of the Management of Giridih Colliery of C.C. Ltd., P.O. Benladih, District Giridih in terminating the service of Shri Bideshi Dusadh without giving him the opportunity of being heard when voluntary retirement of Smt. Bhagwatia Kamin is in favour of Shri Dusadh, is legal and justified? If not, to what relief is the concerned workman entitled?"

2. Pursuant to the reference made by the Ministry of Labour to this Tribunal both the management and the workmen were asked to submit their respective W.S.

3. Accordingly the workmen filed their W.S. stating inter alia that Bhawgatia Dusadin (deceased) wife of Kartik Dusadh was a permanent worker of Coke Plant working as Loading Kamin having Ticket No. 13642 and the opted under the voluntary retirement scheme sponsoring her adopted the present workman for absorbing him in her place. In pursuance of her nomination after examining and check up the application by the management it was finally accepted and the

concerned workman was given the job who joined as a piece rated worker in the year 1977 being his I. No. 76, and since then he was continuously and regularly discharging the duties to which he was employed to. All on a sudden he was served with a chargesheet by the Dy. C.M.J./Agent, Giridih Colliery bearing No. 2377 dated 6-4-84 alleging that his appointment was on false declaration and he is liable to be removed from the services but the nature of false declaration, date and time as regards place were not stated specifically.

4. In the chargesheet it was alleged that Bhagirath Dusad was the husband of Bhagwatia Dusadin challenged the claim of Shri Bideshi Dusadh the present workman, about his claim to be the adopted son. But the present workman by swearing an affidavit on 17-12-1985 affirmed that Kartik Dusadh and Bhagabatia were issue less and for the same they adopted Bideshi Dusadh son of Jhalki Dusadin as "Posputra" according to the customs prevailing in this regard. It was further confirmed that being the adopted son of Bhagawatia to which her husband and other relatives had knowledge, the chargesheet issued by the management against Bideshi Dusadh is baseless. The termination of services by Office Order No. 3317 dated 17-5-84 is illegal and contrary to the law and also against the principles of natural justice as he was not given opportunity of being heard.

5. Ultimately the matter was referred to the ALC(C), Hazaribagh and as the case of Bideshi was not settled in his favour the present reference was made considering that there is substance under Section 15(1) of Hindu Succession Act, 1956. It is alleged further that the order of dismissal of the concerned workman by the management on the ground of said charges is illegal and unjustified and he should be reinstated in his service with full back wages w.e.f. 17-5-84 with other benefits related to it.

6. The management in his W.S.-cum-rejoinder had stated that the reference is misconceived and bad in law and there is no merit in the case of the workman. It is admitted that Smt. Bhagawatia Dusadin was an employee of Giridih Colliery as a Cat. I mazdoor and on introduction of Voluntary Retirement Scheme under the conditions mentioned therein the said Bhagawatia Kamin retired declaring that Bideshi Dusadh the present workman was a son and on his retirement he would be provided with the employment in her place and her application dated 11-10-86 to that effect under her L.T.I. was considered after relaying upon the submission of Smt. Dusadin and provided the present workman employment as a piece-rated worker with effect from 18-8-77. It was revealed while payment of Rs. 6768 to Bhagirath Dusadh husband of Smt. Bhagawatia Dusadin pursuant to the order of learned Sub-Judge, Giridih in succession certificate claiming the said sum on expiry of Smt. Dusadin by her husband. In the said succession certificate the present workman was also made a party. He contested the claim of the husband of Smt. Dusadin but the learned Sub-Judge by his order dated 29-11-78 decided that Smt. Dusadin left behind her husband only as her legal heir and the claim of the present workman as her adopted son was not accepted and by an order dated 29-11-78 the succession certificate was granted in favour of her husband and Smt. Dusadin which was even confirmed by Their Lordships of Patna High Court, Ranchi Bench in Civil Revision Case No. 253 of 1979 (R) filed by Bideshi Dusadh dismissing the Revision petition and upholding the judgement of the learned Sub-Judge, Giridih.

7. After passing the said judgement when the claim was forwarded by the husband of Smt. Dusadin the matter came to the notice of the management and Shri Bideshi Dusadh was served with a chargesheet dated 5-4-88 calling for an explanation as to why he should not be removed from service on the ground of false declaration as the son of Smt. Bhagawatia Dusadin and securing employment under the management upon such false declaration. But in reply Shri Dusadh the present workman even denied the case of Hon'ble High Court and demanded for the copy of the said judgement of Hon'ble High Court. But his prayer was refused considering the fact that he was the person who initiated the Civil Revision in the Hon'ble High Court and as no explanation was submitted his employment was discontinued with effect from 17-5-84.

8. According to the management nothing wrong was made from the side of the management and the steps taken by the

management are all based on legal aspects and facts and the declaration made by Bideshi was in connivance of Bhagawatia which came to the knowledge of the management later on though he was given that job in good faith. The statement amounts to misconduct under the standing orders applicable to the colliery and he was rightly terminated and no scope of his appointment comes in. In the rejoinder the allegation of the workman in their W.S. were denied parawise though it is covered in the W.S. itself. Adding further that the matter was set at rest by the judgement in Succession Certificate case passed by the Competent Court which the present workman suppressed and thereby the steps taken by the management was in accordance with the law and no irregularity took place which goes to the benefits of the concerned workman.

9. In the instant case witnesses have been examined by the workmen as well as by the management besides the documentary evidence marked as exhibits.

10. From the side of the management only one witness was examined who is Anand Pratap Singh. He had deposed that he is in service in Giridih colliery for the year from 1978 to November, 1989 in the capacity of Liaison Assistant while he also used to look after the legal matter. He knew the case of Bideshi Dusadh, the concerned workman and according to him in the year 1975 the management introduced a scheme of Voluntary Retirement in which there was option on the part of the lady workman to take voluntary retirement in service giving her service in favour of either son/son-in-law-husband or brother. He had admitted that at the time of retirement Bhagwatia sponsored Bideshi as her substitute declaring him to be her son and accordingly he was given employment by the management. Subsequently the matter came to the notice of the management pursuant to the judgement of Succession Certificate that Bideshi was not the son or the adopted son of Bhagawatia and they entered into an unholy combination and helped Bideshi Dusadh to get a job. But in the case of Succession Certificate where the judgement passed by the learned Sub-Judge being confirmed by the Hon'ble Patna High Court it was decided that the concerned workman was not the son or adopted son of Bhagirath Dusadh and Bhagawatia Dusadin and thereby her husband considered to be her sole legal heir was granted with succession certificate which was produced before the management. Thereby the truth was unearthed and it was considered by the management that the concerned workman got the job with false declaration and he was issued with a chargesheet and finally stopped from working. The relevant papers referred to above have been marked from the side of the management. In cross-examination it is accepted that Ext. M-1 is correct though he has admitted that L.T.I. was not given in his presence. In his evidence it had transpired that no proper enquiry was made at the time of giving employment to the concerned workman. However as no reply in cogent form from the end of the concerned workman was received from the end of the concerned workman he was dismissed by letter Ext. M-9 by stopped him. It is admitted that he worked in the colliery for about 7 years and the matter was shaken due to the judgement by the learned Sub-Judge and confirmed by the Hon'ble Patna High Court.

11. From the side of the workman three witnesses have been examined who are Abdul Jabbar, Sukar Gope and Bideshi Dusadh.

12. WW-1 Abdul Jabbar had deposed that no domestic enquiry took place in the matter of issuing chargesheet and thereafter according to him the person who was granted with Succession Certificate was Debar of the said Bhagawatia who also did not raise any objection in the service of Shri Bideshi Dusadh, the present workman. He has proved Ext. M-1. He had been cross-examined at length. According to him a paper of adoption of Bideshi was prepared in the Panchayat itself but he cannot say whether the same was filed in the Court. He had denied that Kartik Dusadh to be the husband of Bhagawatia Dusadin though it is not disputed by the concerned workman and decided by the Competent Civil Court. WW-2 Sukar Gope had deposed about a paper of adoption and declaration of Bhagawatia to give the present workman her job on her voluntary retirement. He had also denied that Bhagirath Dusadh is the husband

of Bhagawatia. According to him he cannot show any paper for taking adoption of Bideshi Dusadh by Bhagawatia Dusadin nor it is supported by Voter list. He is not aware of any Succession Certificate case for the decision of the learned Court. WW-3 Bideshi Dusadh had stated about his appointment in the year 1977 and stopping of work by issuing chargesheet though he gave reply to it. According to him he told everything to the Union leader. He has admitted that the Form in which Bhagawatia gave option where Hanif Mian and Jabbar Mian put their signature was of English Language and that was not understood by them. He had admitted that Bhagirath Dusadh filed a case before the learned Sub-Judge for the entire amount of Bhagawatia left after her death claiming himself to be the her husband where he claimed as adopted son of Bhagawatia though he did not claim for money itself. He has not admitted that his claim for money was found baseless by the learned Sub-Judge which was confirmed by the Hon'ble High Court. He was asked about his age but he could not say and according to him the order of stopping him from the service is baseless.

13. Ext. M-1 is the Form where the option was given by Bhagawatia under her L.T.I. Ext. M-2 is the Succession Certificate. Ext. M-3 is the order of the said Succession Certificate case and Ext. M-4 is the order of the Hon'ble High Court in the Revision Application as against the learned Sub-Judge. It may be mentioned that all are of Zerex copies which was accepted by my predecessor-in-office. Ext. M-5 is the charge-sheet. M-6 is the reply and M-7 is another letter for reply and M-9 is the office order by which he was stopped from working and Ext. M-10 is the form where declaration is given but no where it is stated what is the relationship with Bhagawatia and Bideshi Dusadh though there are columns to be mentioned so.

14. I am of the opinion that in the matter of decision whether Bideshi is adopted son or not we are to consider and rely upon the decision of the learned Sub-Judge which was confirmed by the Hon'ble Patna High Court, Ranchi Bench. The judgement in the Succession Certificate is very clear where it was decided that Bhagawatia left behind her husband Bhagirath Dusadh and she was the legally married wife of Bhagirath. But Bideshi Dusadh objected to it so far case of the claim is concerned. In the said case even it was urged that Bhagirath was not the husband of Bhagawatia but it was not accepted by the learned judge and also it was not considered to be true that the present workman is the adopted son of said Bhagawatia. No doubt in the Hindu Law (Mahakshara) there is provision of adoption and the result of adoption is to effect that adopted boy brought from the natural family into the adoptive family and it confers upon the adoptee the same rights and privileges in the family of the adoptor as the legitimate natural born son except in few cases. But adopted son acquires the rights of son in the adoptive family. But he loses all his right of a son in the natural family including the right of claiming any share in the "Estate" of his "Natural father" or natural relations.....

15. Thereby obviously if it is accepted that he was adopted son of Bhagawatia then she had right

to nominate her adopted son considering him to be her son for getting job in her place for her voluntary retirement.

16. But in this Tribunal I am helpless to consider that point specially for the reason that the Competent Civil Court merely held that he was not the adopted son of Bhagawatia otherwise the claim of her husband to get her assets in could not be allowed by the learned Judge holding that there is no proof of adoption as claimed by the concerned workman Bideshi Dusadh. Rather it was observed that there is no proof of adoption and the evidence to that effect are full of contradiction and they are incompetent and unreliable on that point and thereby the claim of husband of Bhagawatia who was her husband was allowed. and Succession Certificate was granted holding the objection of Bideshi as frivolous.

17. It is pertinent to mention that this order was confirmed in the Revisioned Application filed by the said Bideshi though he did not feel shaky to depose in this case and to state in his W.S. that he never filed any Revision application in the Hon'ble High Court which promoted him to get certified copy of the said order.

18. Accordingly in view of such decision given by the competent Court and in absence of any cogent proof specially for not producing any documentary evidence as regards taking of adoption by Bhagawatia as stated by the witness this Tribunal is not inclined to accept the case of the concerned workman that he was the son of any natural of Smt. Bhagawatia Dushadin who took voluntary retirement and nominated by filling up the application in proper form to get the job by Bideshi Dusadhsadh as her son. On the other hand I am of the opinion that the reasons best known to the parties at the relevant time they entered into a conspiracy and introduced Bideshi in the service as substitute of Bhagawatia Dusadin which was not properly enquired by the management.

19. No doubt for such non-enquiry he was continued in service for more than 7 years but there cannot be estoppel against the statute or rule as because the standing order contemplates that due to voluntary retirement scheme the dependent would be employed and in no way the present workman can be brought in the category of the dependant of the said Bhagawatia Dusadin irrespective of the calousness of the management who are to work through the machinery constituted by the Man Power who are also not immune from the corruption always.

20. Thereby I cannot say that the issuance of chargesheet and action taken thereby was baseless.

21. From the side of the workmen several case laws were referred to arguing that there were

missing the concerned workman, the enquiry was not held properly and copies of the enquiry proceedings were not given. The entire order of dismissal should be considered illegal and void ab initio and no action could be considered to be legal one pursuant to said proceedings and that order of dismissal should be quashed. I have given my careful consideration and I am of the opinion that it is not a case of dismissal but it is a case of stopping the workman from work which he secured illegally and on falsehood manner.

22. The learned Advocate for the management relied upon a case of Hon'ble Supreme Court reported in 1973 (1) LLJ page 278 and 279 where their Lordships opined "that even after Section 11A the employers has got right to justify his action and adduce evidence before the Labour Court or the Industrial Tribunal in a case where there was no domestic enquiry held or where domestic enquiry was found defective". It is observed further that even the Labour Court can come to its own conclusion by giving his cogent reasons which has been done in the present case and on that score I do not find any irregularity which can go in the benefit of the workman.

23. Lastly it is held that in view of the legal factual position as discussed the action of the management of Giridih Colliery of M/s. C.C.L., P.O. Benedih Distt. Giridih in terminating the service of Bideshi Dusadh without giving him any opportunity of being heard when Voluntary Retirement of Smt. Bhagawatia Kamin is in favour of Shi Dusadh is found to be legal and justified and thereby the concerned workman is not entitled to any relief.

24. Incidentally it is observed to consider for the management that pursuant to the application of Smt. Dusadh rightly or wrongly for the action of some of the employees of the management the concerned workman was allowed to continue in service for a term of 7 years. So though that does not fortify his claim in due course after observing legal formalities if this workman concerned applies in any post in the said colliery that may be favourably be considered if he is found to be suitable for the said post in future considering the fact that he continued in his service rightly or wrongly and obviously for the acceptance from the side of the management through his machinery in whichever manner it may be for a term of long 7 years though this observation has no connection with the decision of the reference but it is observed considering the hard days in the arena of service and considering the fact that this workman rendered service for a period as mentioned above in the said management. Thus the aforesaid reference is disposed off.

This is my Award.

D. K. NAYAK, Presiding Officer

नई दिल्ली, 7 जुलाई, 1995

का.आ. 2087.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में केन्द्रीय सरकार, मे० ए. बी. लि. एण्ड सन्स प्राइवेट लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बाम्बे-2 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-7-95 को प्राप्त हुआ था।

[सं एल-31011/24/91-आई आर (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 7th July, 1995

S.O. 2087.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bombay-2, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ABC & Sons Pvt. Ltd., and their workmen, which has received by the Central Government on 7-7-95.

[No. L-31011/24/91-IR(MISC)]

B. M. DAVID, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2

BOMBAY

PRESENT :

SHRI S. B. PANSE, Presiding Officer
REFERENCE NO. CGIT-2/42 OF 1992

EMPLOYERS IN RELATION TO THE
MANAGEMENT OF M/s. ABC & SONS
PVT. LTD.

AND

THEIR WORKMEN

APPEARANCES :

For the Employers—S/Shri S.K. Talsania
& V. H. Kantharia, Advocates.

For the Workmen—No appearance.

Bombay, dated the 26th June, 1995

AWARD

The Government of India Ministry of Labour by its letter No. L-31011/24/91-IR(Misc.) dated 24-6-1992 had referred to the following industrial dispute to this Tribunal for adjudication.

SCHEDULE

"Whether the Notice of the Bombay Transport & Dock Workers' Union, Bombay as per Annexure I, on the management

of Messers : ABC & Sons Pvt. Ltd., Bombay demanding absorption/permanency in the Company is justified ? If so, to what relief the workmen are entitled to?"

2. The Union has filed a statement of claim at Ex. '2'. It is contended that the workman who were working for more than 12 years were illegally terminated by the Company in November, 1990. The Company is a Stevedoring Company having a licence under the Bombay Dock Workers' (Regulations of Employment Act, 1948). The workman were employed to it a continuous nature of work right from their employment till their termination. They were paid daily wages. In fact after completion of 240 days of the work with the said employer the workman ought to have been made permanent. It is contended that at the time of the negotiation the management agreed to provide the said workman with a permanent dock entry pass and their permanency of the service of the said company. However the said agreement was not complied with but the workman were treated as a temporary. Later on those workmen were shown to be employed through some agent by name BPN Registered contractor from June, 1989. It is alleged that in fact the agent never registered and for this reason that was recognised by the Bombay Dock Labour Boards as per the information available with the Union. It is ascertained that the contention of the Company that the workman not on their muster roll is not correct. It is contended that before the Conciliation Officer the Company agreed to provide work to the workman but when they approached for work to the Company they were not given the work.

3. The Union contended that the action of the management for not giving them employment is unjustified. They are entitled for permanency in the service of the Company with retrospective effect and consequential benefits.

4. The management resisted the claim by their written statement Ex. '4'. It is submitted that even though in a statement of claim the Union had referred to schedule showing the names of the workers it has not supplied with. It appears to be correct. It is denied that those workman were on the pay roll of the Company. It is asserted that the claim is without any justification and deserves to be rejected. It is pleaded that there is no relation of employer and the employee between the worker and the Company as alleged.

5. The Company contended that the names of the persons annexed to the order of Company are unknown to the Company and never employed by it. It is asserted that vague and barred

statement are made by the Union in their statement of claim without any jurisdiction. It is submitted that the claim deserves to be rejected and the reference has to be answered in favour of the management.

6. The matter was for evidence on several occasions but the Union remained absent. No evidence was led on behalf of the Union. The management filed affidavit through Captain Advani at Ex. '6'. He affirmed that the person concerned in the reference are not workmen of the Company and they are unknown to the Company except one Shri Tahir Mohammed Ishak whose name features at the Sr. No. 27 at the annexure I of the reference. He further affirmed that he was given a temporary post. He applied for temporary Dock entry permit for 7 days in the year 1983-84. It is further affirmed that the Company never engaged person concerned in the reference for any type of work. There is no cross-examination of this witness. The Union could not satisfy how their notice is justified which was given to the management. In the result I pass the following order.

ORDER

1. The Notice of the Bombay Transport & Dock Workers' Union Bombay as per the Annexure I on the management of M/s. ABC & Sons Pvt. Ltd., Bombay demanding absorption/permanency in the Company is not justified.
2. No order as to cost.

S. B. PANSE, Presiding Officer

नई दिल्ली, 7 जुलाई, 1995

का.मा. 2088.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बाम्बे पोर्ट ट्रस्ट-1 के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बाम्बे-2 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-7-95 को प्राप्त हुआ था।

[मं एल-31012/18/90-आई मार (विवाद)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 7th July, 1995

S.O. 2088.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government, Industrial Tribunal, Bombay-2 as shown in the annexure in the industrial dispute between the employers in relation to the management of Bombay Port Trust and their workman which was received by the Central Government on the 7-7-1995.

[No. L-31012/18/90-IR (Misc)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, BOMBAY
PRESENT :

Shri S. B. Panse—Presiding Officer

Reference No. CGIT-2/13 of 1992

Employers in relation to the Management of
Bombay Port Trust.

AND

Their Workmen.

APPEARANCES :

For the Employer—Shri M. B. Anchan,
Advocate.

For the Workmen—Shri S. R. Wagh,
Advocate.

Bombay, dated 14th June, 1995

AWARD

The Government of India, Ministry of Labour by its letter No. L-31012/18/90-IR (Misc.) dt. 6th of March, 1992, had referred the following industrial dispute for adjudication.

THE SCHEDULE

“Whether the action of the management of Bombay Port Trust was justified in refusing the change the date of birth of Sh. Zakariya Ahmed, Winchman, Dredging Section from 01-07-1931 to 15-07-1936 as per his school leaving certificate”. If so, to what relief is the workman entitled to ?”

2. The Secretary Transport and Dock Workers Union Bombay filed a statement of claim. He contended that the workman Zakariya Ahmed was appointed by the management that is Bombay Port Trust on 19-12-1956. At that time as per the usual practice he was examined by the Medical Officer of the B.P.T. and his birth date was recorded as 1st of July, 1931. In that year hundreds of

workers were appointed by B.P.T. and the date of birth of those workers was mentioned as 1st of July.

3. The B.P.T. thereafter evolved procedure for verification of date of birth of employee. The employees who want to effect the change in his date of birth could do so by producing either extract from birth register and/or school leaving certificate. The only condition being that the employee who submit documentary evidence prior to six months of his/her retirement. The workman was due to retire on 30-6-1989 as per record of the B.P.T.

4. The workman came to know that his date of birth which is recorded in the B.P.T. which is 1-7-1931 is incorrect. He therefore produced a school leaving dt. 25-2-1988 which was issued to him on first of March, 1988. It was issued by head master Government's Fisheries School Sakarinaka, Taluka-Rajapur, District-Ratnagiri showing date of birth to be 15th of July, 1936.

5. The workman gave an application to B.P.T. on 21-10-1988 to effect the change in service book as per the school leaving certificate prior to six months of his retirement. But his prayer was rejected contending that when he got the employment he happens to be a minor. It is pleaded that due to not correcting the birth date of the worker he suffered monetary loss and was compelled to retire about five years and fourteen days earlier. Therefore he raised the demand to the management through the Union. It was not accepted. It is, therefore, a dispute was raised before the Labour Commissioner who inturn sent a negative report to the Government resulting into present reference.

6. The management resisted the claim by the written statement Ex. '3'. It is contended that when the employee got the employment they informed the management in regarding their date of birth and on its basis the record was prepared. It is submitted that there was a difference between the name of the workman recorded in the service sheet that is Zakariya Ahmed and name mentioned in the school certificate Zakariya Ahmed Wadekar. It is aver that in the village record there is no record of a birth of a workman on that day. It is aver that if the workman would have been given his clear age at the time of employment he being minor he would not have given the job. It is, therefore, his request of change of date of birth was rejected. It is further submitted that after the retirement the worker had collected all monetary benefits and now he is estopped from claiming the claim which he had made in this reference. It is prayed that it may be held that the action of the management is proper.

7. The issues that fall for my consideration and my findings thereon are as follows :

ISSUES

FINDINGS

- | | |
|---|---|
| 1. Whether the action of Bombay Port Trust was justified in refusing the change the date of birth of Sheikh Zakariya Ahamed winchmen Dredging section from 1-7-1931 to 15-7-1936 as per his school leaving certificate. | Action not justified. |
| 2. If so to what relief the workman entitled to ? | The workman is entitled to full monetary benefit. |

REASONS

8. The Parties have not laid any oral evidence in the matter and filed purshis at Ex. '6 & 7' to that effect.

9. From the written statement it is very clear that the management informed its employees that of birth if found not correct in the service record they should apply for a change within three months with a proper documentary evidence. No representation in that regard should be entertained thereafter. This happened in 1954.

10. In 1959 it was agreed that the application for rectification in the record of date of birth might be entertained if such application were made within three weeks of becoming aware of proper documentary evidence in support of claim and provided further that the employee satisfied the Port Trust that the documents were not previously within his knowledge dispute exercise of due diligence.

11. Again in the year 1973 it was agreed with the Union that if such requests duly supported by documentary proof were received more than six months before the date of retirement of employee concern they should be considered on merits.

12. On 19-10-88 the workman gave an application (Ex. 5[1]) to correct the date of birth in his service record from 1-7-1931 to 15-7-1936 on the basis of the School leaving certificate (Ex. '5[2]' which was dt. 25-2-88 given to him on 1st of March, 1988. Admittedly this application was given eight months before the proposed retirement date. This clearly suggest that the workman fulfilled the conditions as required by the B.P.T. to record correct date of birth.

13. The B.P.T. in its letter dt. 17th of May 1989 (Ex. '5[3]') informed the workman that his prayer cannot be accepted. In is mentioned therein "the employee's date of appointment in B.P.T. is 19-12-1953. Accordingly to the date of birth viz. 15-07-1936 mentioned in the School Leaving Certificate, issued by the Head Master, Government Fisheries School, Sakhari Nata, Produced by the employee in support of this request for change in recorded date of birth, the employee would have been minor i.e. below 18 years of age at the time of his appointment in B.P.T. According to the Guide lines issued, the request wherein the employee happens to be minor at the time of his appointment according to the claimed date of birth are to be rejected." There is no mention that the certificate is not accepted hence rejected. On the contrary the P.P.T. had taken steps to verify the correctness of the certificate. The Sarpapchnete had given a letter dt. 11-5-1988 (Ex. 5[5]) confirming that Zakariya Ahamed & Zakariya Ahamed Wadekar is one and the same person. This certificate is important because in the written statement a contention is taken that in the service record name is different than the School Leaving Certificate. It is obviously that this contention was given. The Head Master also reported to the B.P.T. that the School Leaving Certificate is correct (Ex. '5[7]').

14. The gist of the objection of B.P.T. appears to be that when the workman sought an employment he was minor therefore the change cannot be effected. No doubt he was a minor by few months but it was rightly submitted that there was no prohibition for appointment of a person below 18 years. At the most what can be said is that the information which was given by the workman was incorrect and the B.P.T. is at liberty to take suitable action for that. But that does not empowers B.P.T. to refuse the correction of the date of birth when the certificate is proved to be genuine.

15. The Learned advocate Mr. Wagh rightly placed reliance on Sukhadev Chokha Waghmare and Trustee of Bombay Fort Trust and Others 1991 II LLJ 557. That was a typical case wherein the Lordship observed that the date of birth cannot be established by means of medical examination by medical examination approximate age cannot be ascertained. It was directed that when the School Leaving Certificate is produced the date of birth has to be mentioned as per the School Leaving Certificate. There are other observation made by their Lordship in favour of the workman and against the B.P.T. which aptly apply to the present set of facts. I need not repeat it. Under such circumstances the action of the B.P.T. for not recording the date of birth to be 15-7-1936 instead of 1-7-1931 is not justified.

16. I have come to the conclusion that the action of the B.P.T. is not justified. The result is that the order of retirement of the worker by which he was forced to retire on 1-7-1989 is arbitrary and not justified. The Union has prayed for reinstatement of the workman with full backwages. It can be seen that if he would not have been retired on that day than he would have retired on 14-7-1994. While submitting the written argument on behalf of the Union the Learned Advocate submitted that now the workman is entitled to full backwages with other monetary benefits. I accept it. I record my findings on the issues accordingly and pass the following order.

ORDER

1. The action of the management of the Bombay Port Trust was not justified in refusing the change the date of birth of Sheikh Zakariya Ahamed. Winchman dredging section from 1-7-1931 to 15-7-1936 as per his School Leaving Certificate.
2. The management is directed to pay the workman full backwages for that period with all other benefits he would have been entitled to as Bombay Port Trust employee.
3. The management is directed to Rs. 300/- as the cost of this reference to the Union.

S. B. PANSE, Presiding Officer
Dt. 14-6-95

नई दिल्ली, 7 जुलाई, 1995

का.प्र. 2089—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधन, के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, 2 दम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-95 को प्राप्त हुआ था।

[सं. एज-12012/317/89-डी-2ए/आईआरबी-2]
वी.के. शर्मा, डेस्क अधिकारी

New Delhi, the 7th July, 1995

S.O. 2089.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, 2 Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their work-

men, which was received by the Central Government on 6-7-95.

[No. L-12012/317/89-D.IIA/IR(B-II)]

V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/11 of 1990
Employers in relation to the management of
Bank of India

AND

THEIR WORKMEN

APPEARANCES :

For the employer—Shri L. L. D'Souza, Representative.

For the workmen—Shri C. D. Nargolkar, Advocate.

Bombay, dated 16th of June, 1995

AWARD (PART-II)

On December 1st, 1994 I delivered Award Part-I. I came to the conclusion that the domestic inquiry which was held against the workman was just and proper and the principles of natural justice were followed. Now by Part-II Award I have to answer the remaining issues. The issues and my findings thereon are as follows :

ISSUES

FINDINGS

- | | |
|--|---------------------------------|
| 1. Whether the findings of the Inquiry Officer are not just and proper, but are perverse? | The findings are just & proper. |
| 2. Whether the action of the management of Bank of India in dismissing Shri U. G. Aggrawal, agricultural Assistant in the Bank of India was justified? | The action is not justified. |
| 3. If not, to what relief is the workman entitled? | As per final order. |
| 4. What Award? | As per final order. |

REASONS

2. In nutshell it can be said that Umesh Chandra Agrawal the workman was charged to have committed gross misconduct within the meaning of para 9.5(j) of the Bipartite Settlement dt. 19-10-1966 which reads as an Act "doing an act prejudicial to the interest of the Bank". The charges were that he cheated 7 borrowers of the Bank in collusion with Dr. D. V. Chaudhari and Shri Sumara Umed Ali cattle seller. He inflated the sale receipt in respect of the purchase of cows. It is further charge-sheeted that the workman unauthorisedly retain with him an amount of Rs. 2252.20 for a period of 13 to 15 days even though remained by the Branch Manager not to do so. A domestic inquiry was held against the worker in respect of the 3 charges. The inquiry Officer came to the conclusion that the 2 charges are proved and one is disproved. On its basis punishment of dismissal was Awarded to him. The workman denied all the charges as usual. He contended that the findings of the Inquiry Officer are perverse and not based on the legal evidence. He submitted that the punishment is disproportionate to the charges proved.

3. I came to the conclusion that the Inquiry was just and proper. The parties were allowed to led evidence for remaining issues. But they have filed purshis (Ex. '17') informing that they do not want to led oral evidence at present in respect of these issues. This purshis appear to have signed by management because there case is that if the Tribunal comes to the conclusion that the findings are perverse they may be allowed to led evidence to support their action. In other words they wanted the finding on the issue No. 3 first. It is not necessary to dilate on this point because I have come to the conclusion that the findings of the Inquiry Officer are just and proper.

4. Before the Inquiry Officer the management through their presenting Officer examined seven witnesses to Bolster up the case. Siman Philip Perma, Rajendra Nigamdas Parekh & Nivrutti Namdev Rao Shewale are the Bank Officials. Mohan Nagru Bhil, Nimba Jayram Patil, Namdev Nagru Bhil & Timba Chandu Bhil are the borrowers.

5. It is not in dispute that Ishwar Sukhadev Patil was one of the borrowers to whom the Bank sanctioned a loan for purchase of buffalo. The worker was admittedly looking after the advanced department. It is not in dispute that when cows were purchased by Patil and other borrowers, Agrawal the worker, the veterinary Doctor were there. Mohan,

Nimba, Namdev & Timba all these borrowers affirmed that the cow which was selected by the Doctor in presence of Agrawal was purchased by them. The cow which they selected was not allowed to be purchased by them. They denied that they paid Rs. 100 to the seller. It can be seen that later on that the worker had paid Rs. 100 to the 3 borrowers contending that the advance which was paid by them to the seller was returned to him by the seller to return to these borrowers. I am not inclined to accept this because it is unlikely. Further more these borrowers denied to have made the payment of Rs. 100 to the seller. It can be further seen that from the cross-examination of these witnesses there is no suggestion in respect of these Rs. 100 which later on the workman wants to establish.

6. So far as the case of Patil is concerned he had written 4 letter to the management complaining against the workman. No doubt later on he withdraw those complaints by giving another letter. Shewale the Branch Manager accepts this position. From the testimony of Simson & Rajendra it is very clear in their presence an amount of Rs. 475 was returned to Patil by Agrawal. At that time a receipt was prepared before Shewale the Branch Manager in respect of this amount. It is tried to argued that as Patil the borrowers had withdrawn his complaint nothing remains on the record to charge the workman in respect of his transaction. The Inquiry Officer rightly rejected this contention that as the matter was compromised Patil withdraw his complaint but the facts remains that the worker inflated the prices of the cows from Rs. 2600 to Rs. 3000 and debited it in the account of Patil. It can be further said that because of the payment of Rs. 475 to Patil he agreed to withdraw his complaint. It does not mean that the worker had not done act which can be said to be a prejudicial in the interest of the Bank.

7. The Inquiry Officer had rightly discussed the evidence led by the Management in support of the charges and had given reasons for his conclusion. Nothing has brought on the record to show that those findings are incorrect.

8. The workman had admitted before the Inquiry Officer that the retained the balance amount out of Rs. 3000 with him from 14-3-1984 to 27-3-1984. He gave reason for not debiting the amount contending that he misplaced a transport bill of Rs. 540. It is rightly argued on behalf of the management that even though he misplaced the Transport bill there was nothing to prevent him to deposit the balance amount in the Bank and to furnish a transport receipt later on. In the written argument it is tried to suggest that

there was nothing wrong to keep that amount with workman for that period. I am not inclined to accept this because nothing is showed to me how he can retain that much amount with him.

9. It is tried to argue on behalf of the workman that the veterinary Doctor and the cattle seller were not examined in the Inquiry proceeding. They would have been the important witness. From the facts of the case it appears that these 2 persons are also parties to the acts which are prejudicial to the interest of the Bank. It can be said so because the cows which were selected by borrowers were not allowed to be purchased by them but they have to purchase the cows which were selected by Doctor. In other words if those witness would have been examined by management they would have supported the worker. I therefore, find that their non-examination by the management is perfectly justified, so is the case of Mr. Patil. As he compromised the matter by giving letter to the Bank, his examination to prove those 4 letter was redundant. So far as charge No. 1 is concerned practically based on the documents. There is credit entry of Rs. 3000 and then of debit entry of Rs. 472.20 in the account of Patil. The receipts of the cows are shown to be of Rs. 3000 each but the evidence clearly speaks that the cows were of Rs. 2600. The receipt were inflated. It is tried to suggest that other expenses are included in all these receipts is without any merit because Shewale the Branch Manager denied it. There is no evidence to support the claim of the worker that these receipts includes the other expenses which he meant.

10. After going through the papers of domestic inquiry and the evidence which is before me I do not find that the findings of the Inquiry Officer are perverse and is entirely opposed to the whole body of the evidence adduced.

11. That takes me to the point of punishment. It is argued on behalf of the management that the Bank is a financial institution where utmost honesty and integrity on the part of the employee is absolutely necessary. It is further submitted that the workman misappropriated the money of poor and illiterate borrowers by exploiting the ignorance of a Bank procedures and its scheme. The gravity of misconduct and the reasons of charges merits nothing but to eliminate penalty of dismissal from service. To substantiate this contention the management placed reliance on Kashirao V/s. District & Sessions Judge reported in 1992 II CLR Page 507 Bank of India V/s D Padmanabhu 1994 69 FLR Pages 327, J.J. Modv V/s. State of Bombay reported in 1962 II LLI page 507, Sharadaprasad Onkarprasad Tiwari and Others

V/s. Central Railway reported in 1960 I LLI Page 167, Indian Iron and Steel Co. Ltd. V/s. their workmen reported in 1958 13 FJR page 377. Facts of all these authorities are naturally different than the facts before me. Ultimate penalty of dismissal is awarded in the present matter. This appears to be too harsh looking to the charges proved. It appears that the workman so far as charge No. 1 is concerned settled the dispute and return the amount and so far as second charge is concerned he kept the Banks amount with him, given to him by way of advance for a little longer period. In other words it has to be said that he tried to get some monetary gain. No doubt by his act the faith of the management in him is reduced. It is very likely that they may not faith in him to allot such a type of work to him again. Further more if he is not allowed to get any monetary benefit for all these years it will meet the ends of justice.

12. For all these reasons I record my findings accordingly and pass the following order.

ORDER

1. The action of management of Bank of India in dismissing U.C. Agrawal agricultural assistant in the Bank of India was not justified.
2. The management is directed to reinstate the workman U.C. Agarwal in the Bank within a month from today. U.C. Agrawal is not entitled to any monetary benefit, any promotions from the date of the suspension till today. But his service is to be treated as continued for other purposes.
3. No order as to cost.

Dated : 16-6-1995

S. B. PANSE, Presiding Officer

नई दिल्ली, 10 जुलाई, 1995

का.आ. 2090:- केन्द्रीय सरकार का समाधान हो गया है कि लोकहित में ऐसा अपेक्षित है कि यह व्यवस्था खनन उद्योग को, जो औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 16 के अन्तर्गत आता है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवा घोषित किया जाना चाहिए.

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (VI) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनार्थ तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस. 11017/2/85-डी-1 (ए)]

एस. वेणुगोपालन, अधीक्षक सचिव

New Delhi, the 10th July, 1995

S.O. 2090.—Whereas the Central Government is satisfied that the public interest requires that the Iron Ore Mining Industry, which is covered by entry 16 in the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility Service for the purpose of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/12/85-D. 1(A)]

S. VENUGOPALAN, Under Secy.

नई दिल्ली, 10 जुलाई, 1995

का.प्र. 2091:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इण्डिया के प्रबन्धतंत्र के संबन्धित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-7-95 को प्राप्त हुआ था।

[सं. एल 11012/19/90-आईआर (विविध)/आईआर (कोल-1)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi the 10th July, 1995

S.O. 2091.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India and their workmen, which was received by the Central Government on 10-7-95.

[No. L-11012/19/90-IR (Misc)|IR (Coal-I)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESID-
SING OFFICER, CENTRAL GOVT. INDUS-
TRIAL TRIBUNAL, NEW DELHI
I.D. No. 31/91

In the matter of dispute between :

Shri Ashok Bharat Handa through

The Secretary, Air India Employees Guild,
B-72-A, Post Office Lane, Shakurpur Extn.
Delhi-110092.

Versus

The Dy. Personnel Manager,

Air India, Himalaya House,

K. K. Marg, New Delhi-110001.

APPEARANCES :

Shri Ashok Arya for the workman.

Shri Sanjay Sharma for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-11012/19/90-IR (Misc) dated 6-2-91 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Air India, New Delhi in discontinuing the payment of the compensatory allowance of Rs. 625/- per month to Shri Ashok Bharat Handa, Sr. Store Keeper-cum-Driver from November, 1988 is justified? If not, to what relief the workman is entitled?”

2. In the statement of claim the workman alleged that the Air India Employees Guild is Trade Union registered under Trade Union Act and his sole representative of the ground staff employees of M/s Air India. Ashok Handa was one of its active members.

3. Ashok Handa was appointed Store-Keeper-cum-Driver by the Management w.e.f. 10-1-78. On appointment the total emoluments paid to Shri Handa (after the appointment as store-keeper-cum-driver) included an allowance called “compensatory allowance” continued to be revised like all other allowance in due course of payment. When the Management stopped the payment of this allowance he was getting Rs. 625/- per month. The payment of compensatory allowance was not depending on the fact that there was no functional requirement but it was depending on the purpose for which the appointment was made. This allowance was being paid to Shri Ashok Handa even when he was on privilege leave while he was posted at Delhi Office. Similarly when he was transferred to the Engineering Stores at I. G. I. Airport he continued to get compensatory allowance as part of the salary till October, 88. Although at any point of time payment of compensatory allowance was stopped in the January, 88 when the same was resumed on representation of the workman and he was also paid the arrears for the period for which it was not paid to him. The designation of Mr. Handa was changed to Senior Store Keeper-cum-Driver after promotion and was given another promotion on June 24, 1994 w.e.f. 1-7-90. The additional trade of driver continued to remain attach-

ed as his resignation. The stoppage of compensatory allowance to Shri Handa from October, 88 was illegal without giving any reason/prior notice and there was no change in the nature of duties which he was discharging. The payment of compensatory allowance was not depending on the fact as to what kind of duties were assigned to him. He reported to the Director Stores and Purchases through proper channel vide letter dated 3rd March, 89, 7th April, 1989 and the Union sent a letter dated 14th May, 89 to the Director Stores and Purchases for restoring the payment of the said allowance. The allowance was however, not restored. The workman was entitled for payment of this allowance and had a fit case for getting an award from this court.

4. The Management in its reply admitted that the workman was appointed as Store Keeper-cum-Driver by the management w.e.f. 10-1-79 but denied that the emoluments of the workman included that compensatory allowance. As per appointment letter he was entitled only to the Dearness allowance, City Allowance, Transport allowance, Additional allowance and House Rent allowance and not to any compensatory allowance by virtue of his appointment letter. He was initially posted in the purchase office of the management and was assigned to purchase work in respect of the management City office of Stores. Since he was required to work beyond normal working hours so the management followed a system of paying compensatory allowance in lieu of overtime to him. This compensatory allowance was functional allowance and was paid only to store keepers who are posted in the purchase department considering the peculiar nature of work conditions assigned to them. Persons who are posted in other departments were not entitled to compensatory allowance but were entitled to overtime allowance. He was transferred from City Office to Court Office w.e.f. 1-10-87 where he was entitled to any such allowance by virtue of his duties. He was entitled to overtime allowance and also driving allowance whenever he was required to extended hours of work and driving duty and allowance had to be discontinued from the date of transfer of the workman. He was promoted and designated as Senior Store-keeper cum. Driver w.e.f. 24-1-90. No prior notice or reason was required to be given at the time of withdrawing the facility of payment of compensatory allowance to the workman. The facility was discontinued since the workman was transferred to the Airport Office of the management as a consequence of which the work assigned underwent a change. He was not required to do purchases in no longer entitled to compensatory allowance. The case of the workman according to the management was not tenable and he was not entitled to any such allowance.

1708 GI/95—7

4. The Management in support of its case examined Shri D. S. Kohli MW1 while workman himself appeared as MW1.

5. I have heard representatives for the parties and have gone through the record.

6. Both the representatives for the parties in their oral as well as written arguments reiterated what was stated in the statement of claim and the written statement. No new point has been urged during the course of arguments.

7. After having gone through the points urged and the pleadings of the parties and the documents whom I am of the considered opinion that a perusal of the appointment letter given to the workman when he was appointed on 10-7-79 as Store Keeper-cum-Driver his pay and allowances have been indicated therein as follows :

- | | |
|---|-----------|
| 1. Basic Pay | Rs. 150/- |
| 2. Dearness allowance | Rs. 70/- |
| 3. Special allowance | Rs. 80/- |
| 4. Transport allowance | Rs. 30/- |
| 5. Additional dearness allowance at applicable rate | |
| 6. House Rent allowance at applicable rate. | |

8. A perusal of this appointment letter shows that he was not entitled to any compensatory allowance through he was entitled to certain other allowance as stated. It has been established from the record and even the word compensatory allowance itself indicates that this was an allowance payable as compensation to any employee for something extra done by him. When the workman was appointed as Store-Keeper-cum-Driver and his duties were to make purchases for which overtime could not be calculated a fixed compensatory allowance was paid to him. It was not a term of his appointment and was payable only when he was performing those functions. Had it been a part of his permanent salary/allowance it would have been mentioned in his appointment letter where it was not so mentioned there. Moreover the workman has neither challenged his appointment to the department of Airport and nor this type of allowance was being paid to any other Store-Keepers in that department as compensatory allowance so the workman alone was not entitled to get the same. He alone could have no legal right to claim such allowance. He has also not been able to show me any rule under which such allowance was payable to him or to any other similarly designated employee in the Corporation. The mere fact that he was paid such allowance while he was working as driver in the Stores Department does not entitle him to such allowance wherever he goes as a part of his

salary. Such allowance are payable with the post and do not go with the person. I, therefore, am of the considered view that the workman was not entitled to the allowance as claimed by him. Parties shall, however, bear their own costs of this dispute.

26th June, 1995.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 12 जुलाई, 1995

का.आ. 2092:- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उक्त अधिनियम की धारा 33-क के अन्तर्गत सिडिकेट बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों के विरुद्ध दायर शिकायत के अन्वय में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार 11-7-95 को प्राप्त हुआ था।

[संख्या-आ. 866/95-आई.आर.बी. 2]

के.वी.बी. शर्मा, डेस्क अधिकारी

New Delhi, the 12th July, 1995

S.O. 2092.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the complaint made under Section 33-A of the said Act against the employers in relation to the management of Syndicate Bank, which was received by the Central Government on 11-7-1995.

[No. Dy. 866/95-IR (B-II)]

V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING
OFFICER CENTRAL GOVERNMENT IN-
DUSTRIAL TRIBUNAL-CUM-LABOUR
COURT PANDU NAGAR DEOKI PALACE
ROAD KANPUR

Industrial Dispute No. 100 of 1992

In the matter of dispute between :

S. K. Bhargava,
30 Krishna Puri,
Mathura,

AND

Deputy General Manager,
Syndicate Bank,
Zonal Office,
43/28 Navel Kishore Road Lucknow.

AWARD

u/s
33-A

1. This is an application u/s 33-A of I.D. Act, for setting aside dismissal order.

2. The case of the applicant is that he was a employee of the opposite party Syndicate Bank. He had filed LCA No. 115/91, LCAs 131 to 135 of 1991 u/s 33C(2) of the Industrial Disputes Act, 1947. During pendency of these cases the employer has dismissed him from service. In this way provisions of section 33(2) of the Act have been contravened. Consequently, the dismissal of the applicant is also bad in law.

3. The opposite party has filed objection. I have heard both sides and have gone through the record.

4. A perusal of section 33 of I.D. Act would go to show that it prohibits employer from changing service conditions of the workman whose matters are pending before conciliation officer or before any labour Court or Tribunal in respect of a Industrial Dispute. If any employer commits breach of this provision the workman is entitled to move an application u/s 33-A of the Act. In my opinion pendency of application u/s 33C2 of the Act are not covered by the provisions of section 33(C)(2) I.D. Act as it is neither a case pending before conciliation officer nor it is an industrial dispute. Hence, it is futile to say that the provisions of section 33 I.D. Act in the instant case have been breached as such upholding the objection of the opposite party bank it is held that the present application is not maintainable.

5. It was also urged by the applicant that before the filing application u/s 33C(2) of the Act, the matter was pending before conciliation officer. There is no proof of this fact. Hence this objection is overruled for want of proof.

6. In the end the application is rejected as not maintainable.

B. K. SRIVASTAVA, Presiding Officer
Dated 22-6-1995

नई दिल्ली, 12 जुलाई, 1995

का.आ. 2093:- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आल इन्डिया रेडियो, नई दिल्ली के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अन्वय में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-7-95 को प्राप्त हुआ था।

[संख्या एल-42012/66/85-डीII (वी)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 12th July, 1995

S.O. 2093.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of All India Radio, N. Delhi and their workmen, which was received by the Central Government on 7-7-95.

[No. L-42012/66/85-D.II(B)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA :

PRESIDING OFFICER : CENTRAL GOVT.

INDUSTRIAL TRIBUNAL : NEW DELHI

I.D. No. 31/87

In the matter of dispute between :
Shri Radhey Shyam s/o Shri Jawala Prasad,
C/o CPWD Mazdoor Union,
E-26 (Old Qtrs), Raja Bazar, DIZ Area,
Baba Kharak Singh Marg, New Delhi.
Versus

Executive Engineer,

Civil Construction Wing, (All India Radio),
Division III, C-3, 1st Floor,

Pushpa Bhavan, M. B. Road, New Delhi
APPEARANCES :

Shri B. K. Pr. for the workman.
None for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/66/85-D.II(B) dated 22nd April 1987 has referred the following industrial dispute to this Tribunal for adjudication:—

“Whether the action of the management of sub-division (B.H/P.S.), Civil Construction Wing, All India Radio New Delhi in terminating the services of Shri Radhey Shyam w.e.f. 30-3-85 is justified? If not to what relief the workman is entitled to.”

2. It is stated by the workman that he served the Management from 12-1-83 to 30-3-85 where after his services were terminated without any notice, charge sheet or enquiry and without payment of any notice pay or retrenchment compensation and thus there has been violation of Sections 25-F of the I.D. Act (hereinafter referred to as the Act). Hence the order of his termination is illegal

and void and he has sought his reinstatement with continuity of service and full back wages.

3. The Management in its written statement disputed the fact of employment of the workman and submitted that the workman was employed only as a casual worker and therefore, he could not be given any retrenchment compensation.

4. The contention of the Management that the workman was employed only as a casual worker and he is not entitled to any retrenchment compensation and that the protection of section 25-F of the Act is not applicable to him is devoid of any force. This controversy has been set at rest by the Authority workmen of MCD and another Vs. Management MCD and another 1987(1) LLJ 85 Delhi Court wherein it was held as under:—

“Industrial Disputes Act 1947—Section 2(S) and 25-F Daily rated workman-Retrenchment of daily rated worker procedure to be followed-condition precedent laid down in Sec. 25(F) would apply even to daily rated worker if he had put in the requisite service during the relevant period. Lumpsum compensation awarded towards back wages since the worker and on account of difficulty in ascertaining the number of days such workers might have worked.

Industrial dispute relating to the non-employment of a workman was referred for adjudication to the Additional Industrial Tribunal, Delhi. The said workman was employed on a daily rated basis as a pipe fitter. Slum Department of the Municipal Corporation Delhi based on the contention that the Scheme in which the workman was employed as transferred to Delhi Development Authority and therefore the workman cannot claim any relief against Delhi Municipal Corporation, the Labour Court dismissed the claim of the workman. Hence the writ petition by the workman.

HELD : When the petitioner was not assigned any further work it amounts to termination and on that date the department was admittedly with the Municipal Corporation, Delhi. It is well settled that Section 25-(F) of the I.D. Act is plainly intended to give relief to retrenched workman. The qualification for relief under section 25(F) is that the person should be a workman employed in an Industry and has been in continuous service for not less than one year under his employer. What is continuous service had been defined and explained in Section 25(B) of the I.D. Act. The workman who is not in continuous service for a period of one year shall be deemed to be in continuous

service if the workman during the period of 12 months preceding the date with reference to which calculation is to be made be actually worked under the employer for not less than 240 days. Daily rated workman is as good as worker provided he has put in the requisite number of days of service during the relevant period. Hence a daily rated worker has rendered continuous uninterrupted service for a period of one year or more I.D. Act the condition enumerated in that section has to be complied with. Non-compliance with the provision would render the termination invalid..

5. On facts there is hardly any dispute. Although the period of employment of the workman was disputed in the written statement yet during the proceedings the management itself in its evidence has admitted that the workman had completed 240 days on 30-3-85. Therefore, it stands proved that the workman had put in continuous service of more than one year in terms of Section 25-B of the I.D. Act and the provisions of section 25-F are fully applicable to him. It is not denied by the management that no notice was served upon the workman not any wages in lieu of notice or any retrenchment compensation was paid to him. Therefore, there has been a clear violation of the mandatory provisions of Section 25-F of the I.D. Act and the order of termination of his service is clearly illegal and void the workman is entitled to reinstatement with continuity of service and full back wages. This reference stands disposed of accordingly.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 12 जुलाई, 1995

का.आ. 2094:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-7-95 को प्राप्त हुआ था।

[संख्यां एल-12012/294/90-आई.आर.बी. 2]

वी.के. शर्मा, डेस्क अधिकारी

New Delhi, the 12th July, 1995

S.O. 2094.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the annexure in the industrial dispute between the employers in relation to the management of Bank of Baroda and their work-

men, which was received by the Central Government on 11-7-95.

[No. L-12012/294/90-IR(B-II)]

V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE SRI B.K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, DEOKI PALACE ROAD, KANPUR

Industrial Dispute No. 27 of 1991

In the matter of dispute between

General Secretary,
Bank of Baroda Staff Association,
Madhav Bhavan,
15/222-A, Civil Lines.
Kanpur.

AND

Regional Manager,
Bank of Baroda.
35-D-1 Anand Ashram Marg,
Bareilly.

AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-12012/294/90-IR(B-2) dated 20-3-91, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Bank of Baroda in refusing to pay difference of special Assistant and Head Cashier Category C allowance to Shri K. M. Gupta Head Cashier Badaun branch is justified? If not, to what relief the workman is entitled to?

2. The concerned workman K.M. Gupta is an employee of the opposite party Bank of Baroda bank and is posted as Special Assistant in Badaun Branch. In this capacity he is also a member of Bank of Baroda Staff Association. His case is that he was holding the cash keys as well as the keys of strong room. As in many branches of the Bank there was no separate room for cash safe and articles and lockers cabinet, a demand was made that Head Cashier Category 'C' who was required to hold additional charge of lockers cabinets in addition to charge of cash safe and safe custody of articles, special allowance may be paid to him. In this connection a settlement took place on 15-11-85 according to which this special allowance became payable to the concerned workman. This allowance was paid at Dehradun, Birhana Road, Kanpur, branches and some other branches of Allahabad, Faizabad and Lucknow. Hence the concerned workman is also entitled for this special allowance. It is pertinent to note that the date from

which this so called special allowance has been claimed has not been mentioned and date has also not been mentioned till what time he had held the keys of twin places.

3. The bank has also filed a lengthy written statement comprising of 46 pages. The substance of this written statement is as under—

The reference is bad in law. With regard to settlement of 1985 it was pointed out that for applicability of the above settlement it was necessary that the keys of both the places should have been jointly held with an officer. In the instant case as the keys were not jointly held, the claim was not justified. In fact the Zonal Manager issued a clarification on 5-1-87 vide note No. UPZ/13/STF/155/027 by which it was specifically pointed out that allowance of Head Cashier Category C to a special assistant for holding the keys of strong room was not payable as it was found part of his duties. Since the difference of allowance was paid under wrong impression in some other branches, the same was discontinued lateron. In view of these facts the concerned workman is not entitled for difference of allowance and for difference between allowance of Head Cashier Category C and allowance of special assistant.

4. In his rejoinder the concerned workman has reiterated the averments made in the written statement. Nothing has been said about the admissibility of allowance in which on holding of keys joint alongwith officer as has been pointed out in the written statement of the bank.

5. In support of his claim B. Kailash Shankar Senior Personnel Manager filed his affidavit and six papers which are the extracts of instructions and other circular letters. Further the employer had filed the affidavit of Manager Devendra Kumar Sawhney in which all the factual allegations have been made. On the other hand on 21-6-93, an application was moved by the authorised representative of the concerned workman that he would not adduce any evidence in this case. In other words there is no evidence on behalf of the concerned workman to substantiate his claim.

6. I have heard the authorised representative of the parties and have gone through the records. Although in the written statement the validity of reference was assailed but nothing was said during the course of arguments, in this regard. Further in my opinion, the claim for difference of allowance is certainly a dispute and it could be referred to u/s 10(1) of Industrial Dispute Act. Hence, this contention is overruled.

7. With regard to invoking the settlement of 1985 reference may be made to guidelines relating to custody of key of safe deposit vault lockers which is as under—

22 Custody of keys of the safe deposit vault lockers.

(i) Safe Deposit Vault/Lockers should remain overnight under the joint charge of the full time custodian (or in his absence officers looking after the vault/lockers) and the Manager/Accountant/any other officer.

(ii) Where the cash safe and the safe deposit lockers cabinets are kept in the same strong room, there should normally be a special enclosure for the cash safe. Such enclosure should remain under the joint control of head cashier and the Manager/Accountant and the strong room should remain under the joint control of the custodian of lockers and either of the custodian of cash in case there is no separate enclosure provided on account of non availability of sufficient space, the strong room should be under the joint charge of the Head Cashier and the Manager/Accountant/Officer looking after the locker facility.

(iii) While lodging duplicate keys of the safe deposit vault/lockers with another branch or bank for safe custody, care should be taken that they are placed in an exclusive packet and lodged with instructions that the packet should be delivered jointly to the Manager and the custodian. A separate safe custody receipt should be obtained.

It appears that later on the dispute about the claim as has been said in this case arose and the Zonal Office of the employer bank issued a clarification dated 5-1-87 in which after considering the aforesaid provisions relating to custody of keys it was clarified that by holding of keys only independently would not entitled the Special Assistant for Special Allowance. In my opinion in any case because of aforesaid clarification alone the concerned workman is not entitled for special allowance. It was urged on behalf of the concerned workman that at other branches such allowance was paid. Indeed this fact has been admitted on behalf of management. However it has been explained that it was done under wrong conception of rule hence it was lateron discontinued. In other words it was a wrong practice. In my opinion, giving of special allowance on the basis of wrong interpretation to some one should not be taken as a precedent for awarding such allowance to other persons, as in such case principle of equality as enshrined in Article 14 of the Constitution of India is also not attracted.

8. There is yet another aspect of the case. As is obvious from the guideline regarding custody of keys it will be obvious that holding of joint key with an officer is a condition precedent for awarding special allowance. In the instant case, the

concerned workman has not adduce any evidence to show that he was holding keys alongwith officer. Thus in the absence of such evidence the concerned workman would not have been entitled for special allowance even on facts.

9. In the end it is held that the concerned workman is not entitle for special allowance as such the reference is answered in the affirmative and the concerned workman is not entitle for any relief.

10. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 जुलाई, 1995

का.आ. 2095:- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-7-95 को प्राप्त हुआ था।

[संख्या एल-12012/128/81-डी II ए/आई.आर.बी.-2]
वी.के. शर्मा, डेस्क अधिकारी

New Delhi, 12th July, 1995

S.O. 2095.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, KANPUR as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of PUNJAB NATIONAL BANK and their workmen, which was received by the Central Government on 11-7-95.

[No. L-12012/128/81-DII A/IR(B II)]

V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESID-
ING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT PANDU NAGAR KANPUR

Industrial Dispute No. 268 of 1989

In the matter of dispute between :
Secretary,

Punjab National Bank Staff Association
C-2026, Indira Nagar, Lucknow.

And

Regional Manager,
Punjab National Bank.
Ashok Marg, Lucknow.

AWARD

1. Central Government, Ministry of Labour, vide its notification no. L-12012/128/81-82(A) dated 26th October 1989, has referred the following dispute for adjudication to this Tribunal:—

“Whether the action of the management of Punjab National Bank in not granting two increments to Sri R. P. Shukla, after qualifying graduation in terms of para 5.2 of the 1st Bipartite settlement dated 19-10-66 is justified? If not, what relief is the workman entitled to?”

2. The concerned workman Rameshwar Prasad Shukla, was a member of subordinate cadre of the opposite party bank Punjab National Bank. He was promoted to non subordinate cadre on 30-9-77. The case of the concerned workman is that he passed Uttama examination of Hindi Sahitya Sammelan Allahabad in the year 1980 which is equivalent to graduation degree. Para 5.2 of Bipartite Settlement dated 19-10-66 interalia lays down that in case the member of non subordinate cadre obtains a graduate degree during the course of employment he will be entitled for two increments. The case of the applicant is that since the examination passed by the concerned workman from Hindi Sahitya Sammelan Allahabad, is equivalent to graduation, in terms of the above settlement he is entitled for two increments. He had raised a demand in this regard which was rejected on 5-11-81. The remaining part of the claim relates to illustrations and examples in respect of other persons.

3. The bank has filed a lengthy written statement. The pith and substance of the reply is that the Sahitya Ratna Degree of Hindi Sahitya Sammelan Allahabad is not equivalent to graduation. Hence the applicant is not entitled for two special increments as claimed. Further the right of the representative of the workman to appear before this tribunal has also been questioned.

4. In his rejoinder the concerned workman has also alleged that after obtaining Sahitya Ratna Degree he had obtained admission in LLB Classes in Lucknow University and is persuing that course. He has cleared two years and he has also appeared in IIIrd year and the result is awaited. This fact was alleged to show that only graduates are eligible to persue LLB Course.

5. Both the parties have filed a large number of documents as well as affidavits. Out of the only the certificate of Sahitya Ratna paper no. annexure 1 is relevant.

6. The only point which needs consideration is whether the degree of Sahitya Ratna is equivalent to graduate degree of a recognised university. Judicial notice can be taken of the fact that for obtaining graduate degree from a recognised university one has to clear three subjects by way of compulsion. If we look to Annexure I, the certificate of the concerned workman we find that the concerned workman had studied Sanskrit as Pracheen Bhasha and Bangla as Prantiya Bhasha. Thus it will be evident that the concerned workman has not cleared three subjects which is required for obtaining a degree from a recognised university. In view of this disparity in pursuance of study course, I am of the opinion, that degree of Sahitya Ratna cannot be placed at par with a graduate degree of a recognised University. It has been urged on behalf of the concerned workman that the concerned workman has been granted admission in law Course and further other persons have been given admission on other subjects treating Sahitya Ratna equivalent to Graduation Degree. In my opinion, even if it is so it will not make any impact on the conclusion which has been drawn as if other persons had laboured under certain misconception this tribunal should not follow it blindly. The net result of the above discussion is that the concerned workman has not obtained a degree as required by para 5.2 of Binartite Settlement 1966, hence he is not entitled for two additional increments.

7. The authorised representative for the concerned workman has drawn my attention to the fact that during the pendency of this reference, the concerned workman has obtained law degree. It is obvious from the Harksheet of LLB III year which is annexure 23 of the affidavit dt. 11-9-90. It is submitted that since a degree of law of Lucknow University amounts to graduation, the applicant will be entitled for two increments from the date of passing of LLB Examination. I had inquired from the authorised representative of the concerned workman that there is no such pleading thereupon he invited my attention to the contents of rejoinder dt. 14-3-90. It shows that the concerned workman acquired two years and third year is still to be completed. In other words when rejoinder was filed he had not cleared the law examination. Thus atleast when pleadings were filed the concerned workman had not cleared LLB Examination. It is well settled law that a party cannot be allowed to travel beyond the pleadings and no relief can be granted on the basis of the events happening subsequently untill and unless such subsequent events

are brought in the pleadings by way of amendment which has not been done in the instant case. In its absence, I refrain from scrutinising the case of the workman on the basis of having cleared Law Examination.

8. In the end my answer to the reference under the circumstances is that the action of the management is not granting two increments to the concerned workman is justified and the concerned workman is entitled to no relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 14 जुलाई, 1995

का.आ. 2096.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम डिपार्टमेंट, पेढापल्ली के प्रबन्धतंत्र के अंतर्गत नियोक्तों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में आर्बीट्रेशन उप-मुख्य श्रमायुक्त, बंगलूर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 7-7-95 को प्राप्त हुआ था।

[संख्या एल-40011/17/95-आईआर (डीयू)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 14th July, 1995

S.O. 2096.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Arbitration Dy. Chief Labour Commissioner, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Telecom Department, Peddapalli and their workmen, which was received by the Central Government on 7-7-95.

[No. L-40011/17/95-IR(DU)]

K. V. B. UNNY, Desk Officer

ARBITRATION AWARD IN THE INDUSTRIAL DISPUTE BETWEEN SDOT, PEDDAPALLI AND ALL INDIA TELECOM EMPLOYEES UNION, KARIMNAGAR OVER "ALLEGED ILLEGAL TERMINATION OF SERVICES OF MR. K. PRASAD RAO, EX-MAZDOOR, PEDDAPALLI

PARTIES PRESENT

For Management :
Shri S. Lingaiah,
S.D.O.T. Peddapalli,
Karimnagar (Dist.),
PIN 505 172.

For Workmen :

1. Shri A. Rajamouli,
Area Secretary,
AITEU Line Staff &
Group 'D',
6-1-14, Ashok Nagar,
Karimnagar-505 001.
2. Shri K. Prasad Rao,
C/o. Shri K. Nageswara Rao,
Near Old Samithi Office,
Ramireddypet,
Narasaraopet-522 601.

The Government of India, Ministry of Labour vide notification No. L-40011/17/95-I.R. (DU) dated 21-4-95/5-5-95 referred the ID between SDOT, Peddapalli and All India Telecom Employees Union regarding "Alleged illegal termination of services of Mr. K. Prasad Rao, Ex-Mazdoor, Peddapalli for my arbitration.

Hearing in the above case was held on 26-6-95 and concluded the same day. The issue involved in the dispute is as to whether SDOT, Peddapalli had illegally terminated the services of Shri K. Prasad Rao, Ex-Mazdoor, Peddapalli or not and in case of illegal termination, what relief can be given to Shri K. Prasad Rao, Ex-Mazdoor.

The admitted facts by both the parties in the dispute are as under :—

- (1) That Shri K. Prasad Rao has worked under SDOT during the period from 1-9-87 to 31-3-89.
- (2) He has worked for 482 days during the said period.
- (3) He has worked 273 days in a period of 12 months prior to alleged illegal termination of services w.e.f. 1-4-89.

According to SDOT, firstly the services of Shri K. Prasad Rao were never terminated at all. Shri K. Prasad Rao left the services on his own.

Secondly, as per departmental proceedings only persons engaged prior to 31-3-85 are entitled to regularisation.

Thirdly, there is delay on the part of Shri K. Prasad Rao in raising the ID through his union viz., while the alleged illegal termination of services was w.e.f. 1-4-89, the I.D. was raised only in May, 1994 thus after a period of 5 years.

The Area secretary of the Union in reply to the above objections stated as below :—

(1) Shri K. Prasad Rao has not left the services on his own. He was asked not to attend duty w.e.f. 1-4-1989 and such action is:—

(A) in contravention of S.25F of Industrial Disputes Act, 1947, and

(B) in contravention of Notice of P&T department No. D.S. P&T No. 269/130/78-STN dated 1-10-1994

(2) 31-3-85 is not a cut-off date for regularising the services of casual mazdoors in the Telecom department. It is because of the following reasons.

According to Supreme Court's Judgement dated 27-10-87 in W.P. No. 373 of 1986:—

"The Administrative decision to retrench all those that were employed after 1-4-95 therefore no longer holds good. In fact, all those that are employed after 1-4-85 even if they had continued for one year are entitled for absorption".

Again in the Judgement dt. 27-3-91 of Central Administrative Tribunal, Hyderabad in 147 cases :

"The Casual Mazdoors who were engaged after 30-3-85 will be given all benefits in accordance with the decision of Supreme Court in Ramgopal & others v. Union of India & others in W.O. (C) No. 1280/89".

(3) The concerned worker is not well conversant with the law and rules. When he came to know that his juniors like Shri P. Murali and Shri Kanakiah have been re-engaged and doing work in the department he approached the Union Representative to know the remedy available under Industrial Disputes Act, 1947 and raised the Industrial Dispute. In between he met his SDOT, Peddapalli for 4 or 5 times and they promised him to take back into service. All this caused delay and the delay requires to be condoned.

In this connection by way of clarification, Shri S. Lingaiah, SDOT, Peddapalli clarified that Shri P. Murali and Shri Kanakiah were given job because of judgements of Industrial Tribunal and CAT respectively.

Shri K. Prasad Rao was examined by me on oath. He stated during examination that Shri S. Kanakiah, Sub-Inspector, Telegraphs informed him not to come for duty w.e.f. 1-4-89 and he had joined duty after 31-3-85 and as per departmental instructions, he would not be confirmed. During cross-examination he denied that he left the employment on his own. He admitted that he did not

work in February 1989 as he had to attend to death anniversary of his Father etc. In the re-examination, he informed that whenever he went to his native place, he has informed Sub-Inspector of Telegraphs. He has come back and worked in March, 1989.

From the arguments advanced, evidences recorded and Court cases cited, the following facts emerge :—

- (1) The Industrial dispute relating to illegal termination of the services of Shri K. Prasad Rao was raised at a delayed stage. It is however, to be noted that no time limit for raising any industrial dispute has been prescribed in the industrial disputes Act, 1947. The employee has explained certain convincing circumstances for the delay. It is a fact that his juniors have been reinstated following court verdict. Likewise, there were good number of court cases filed against P&T Department on the issue of regularisation. The employer himself has agreed for arbitration on this issue. For all these reasons delay in raising the industrial dispute is not considered as a serious lapse.
- (2) According to P&T department, the employee has left the services on his own. But the P&T department did not prove this fact with any documentary proof or explained any circumstance to prove their statement. The evidence of Shri K. Prasad Rao and the surrounding circumstances go to prove that the employee has not left the services on his own but he has been asked not to attend duties after 31-3-89. It is an admitted fact that the employee has worked for more than 240 days in a period of 12 months preceeding his alleged termination date and so being the case the provisions of Section 25(F) have not been violated. Thus his termination is illegal and the employee therefore requires relief.
- (3) In view of the court cases and re-instate-ments given by the P&T Department the argument that only persons engaged prior to 31-3-95 are entitled to get regularisations does not stand.

Keeping the above facts and circumstances in view, I give my "AWARD" as below :—

- (1) Shri K. Prasad Rao is entitled to be re-instated into his service within 15 days from the commencement of this award.
- (2) Shri K. Prasad Rao will not be entitled to any backwages as he was not diligent

enough like his other colleagues to seek remedy through CIRM or other Court.

- (3) Shri K. Prasad Rao will however be entitled to backwages from 16th day of the commencement of the award until he is reinstated into his service of the P&T department.

Dated this 28th day of July, 1995.

K. RAMAKRISHNA, Dy. Chief Labour
Commissioner (Central)
Bangalore & Arbitrator

नई दिल्ली, 17 जुलाई, 1995

का.आ. 2097.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसर्ग में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच में निदिष्ट औद्योगिक विवाद में श्री जे. कनकैया के विवाचन पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-6-95 को प्राप्त हुआ था।

[संख्या : एल-12012/46/95-आई. आर. (बी-1)]
पी.जे. माइकल, डेस्क अधिकारी

New Delhi, the 17th July, 1995

S.O. 2097.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the arbitration Award of Shri L. Kanakiah, Arbitrator as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India, and their workmen, which was received by the Central Government on the 15-6-1995.

[No. L-12012/46/95-IR-BI]
P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI J. KANAKIAH, JOINT CHIEF
LABOUR COMMISSIONER (CENTRAL)
(RETD) AND ARBITRATOR

REFERENCE ARBITRATION NO. JTCLC/PA/
5/95.

In the matter of industrial dispute between the management of State Bank of India and State Bank of India Staff Union, Hyderabad Circle, Hyderabad regarding alleged illegal termination of services of Shri Y. Ratna Sai, Ex-Teller, State Bank of India, Industrial Estate Branch, Guntur.

Parties to the Dispute :

Management of State Bank of India
Vs.

SBI Staff Union, Hyderabad Circle, Hyderabad

PRESENT :**J. KANAKIAH, Arbitrator**

Appearance for State Bank of India :

Shri G.J.S. Bernard Shaw,

Manager, Staff State Bank of India.

Zonal Office, Region V. Vijayawada.

Appearance for SBI Staff Union :—

1. Shri G. Seshagiri Rao,
Dy. General Secretary, SBI Staff Union,
Hyderabad. Circle, Hyderabad.
2. Shri Y. Ratna Sai,

New Delhi, the 12th June, 1995

Industry : Banking**AWARD**

The management of State Bank of India, Zonal Office, Vijayawada (represented by Shri G.J.S. Bernard Shaw, Manager Staff) and State Bank of India Staff Union, Hyderabad Circle, Hyderabad (represented by Shri G. Seshagiri Rao, Dy. General Secretary, signed an arbitration agreement on 23-11-94 under section 10-A of Industrial Disputes Act, 1947 read with Rule 7 of Industrial Disputes (Central Rules) 1957 agreeing to refer the industrial dispute regarding alleged illegal termination of services of Shri Y. Ratna Sai, Ex-Teller, State Bank of India, Industrial Estate Branch, Guntur for my arbitration under the Act. Accordingly, vide its Order No. L-12012/46/95-IRBII dated 22nd March, 1995, Central Government released the said agreement for publication in the relevant Gazette of India in pursuance of sub-section 3 of section 10-A of the said Act referring the industrial dispute relating to alleged illegal termination of services of Shri Y. Ratna Sai, Ex-teller, SBI Industrial Branch, Guntur for my arbitration. According to the terms of the written agreement dated 23-11-1994 referring the dispute for arbitration, the Award was to be given within a period of 3 months or within such further time as extended by mutual agreement between the parties in writing.

Vide letter dated 31st March, 1995 the Arbitration hearing was fixed on 18th April, 1995 in the office of Chief Labour Commissioner (Central), New Delhi Shri G. Seshagiri Rao, Deputy General Secretary, SBI Staff Union (hereinafter referred to as Union) and Shri Y. Ratna Sai attended the hearing. On behalf of State Bank of India, Shri G.J.S. Bernard Shaw, Manager (Staff), zonal office, State Bank of India, Vijayawada (hereinafter referred to as Management) attended the arbitration proceedings and informed that the Management had sent a letter No. F/25 dated

27th March, 1995 informing the Arbitrator that the reference to arbitration stands automatically cancelled on the expiry of three months period on 23rd February, 1995 and hence the question of arbitration would not arise. The representative of the management also informed that the management of SBI is not agreeable for any arbitration in this matter. The management was informed that as per the notification dated 22nd March, 1995 issued by Government of India, the Arbitrator is required to give his award within a period of 3 months or within such further time as is extended by mutual agreement between the parties in writing. Since the period of 3 months would expire only on 21st June, 95, the Arbitrator informed the management that the proceedings initiated by him are in order and advised them to participate in the proceedings. The representative of the management requested for granting some more time to present their views. The Union workman had no objection for adjourning the proceedings. The arbitration proceedings were therefore adjourned to 25th April, 95. On 22nd April, 95 the Management sent a telegram reiterating their stand that the period of 3 months for arbitration mentioned in Arbitration agreement (Form C) had expired on 23rd February, 95 and they are not agreeable for arbitration. Further they have requested to defer the proceedings on 25th April as they have referred the matter to the Ministry of Labour for necessary instructions. Considering the request of the management, the arbitration proceedings were adjourned to 28th April, 95. The management was also informed that the matter would be proceeded ex parte in case the representatives of the management fail to attend the proceedings proposed to be held on 28th April, 95. Both the parties attended the proceedings on the aforesaid date. The representative of the management stated that they had sent a telegram on 26th April, 95 which read as under :

“Reference No. 7/9/94-ALC-BZA(.) Your telegram dated 25th April, 95 received here at 1130 hours on 26th April, 95(.) Clarifications from Ministry of Labour not yet received (.) If insist on participation against our stand, matter requires in depth examination and reference to our head office and time (.) Hence please defer proceedings by six weeks (.) However, since it is voluntary arbitration, ex-parte proceedings appear to be invalid (.)”

The above said telegram was not received by the Arbitrator. The representative of the management, however, requested to adjourn the proceedings by six weeks. The Union/workman on the other hand stated that three adjournments have already been granted and the management is only trying to delay the matter and requested for not granting any further adjournment. Although the representative of management was

present at the time of hearing, he did not participate in the arbitration proceedings, taking the plea that the period referred in arbitration agreement had expired and they are not agreeable for arbitration in the matter. Since the management was not prepared to participate in the arbitration proceedings the matter was proceeded ex parte and Shri Y. Ratna Sai was examined and his evidence has been recorded. The Union stated that they have no other witnesses to be examined. The representative of the management even refused to sign the minutes to the proceedings held on 28th April, 95. After examining Shri Y. Ratna Sai, workman, both the parties were directed to submit their written arguments by 15th May, 95. While the Union submitted their written arguments vide their letters dated 3.5.95 and 12.5.95, the management did not submit their views/arguments.

Brief facts of the case that led to the termination of the services of Shri Y. Ratna Sai are furnished hereunder :—

The Assistant General Manager and Disciplinary Authority, State Bank of India, Zonal Office, Region-V, Vijayawada, issued charge sheet No. BPS/RS/45 dated 13th August, 95 to Shri Y. Ratna Sai, Ex-teller, State Bank of India Industrial Branch, Guntur (hereinafter referred to as Workman) for alleged irregularities committed by the workman, including misappropriation of bank funds and framed charges in terms of para 521.4(d) of Sastri Award read with para 18.28 of Desai Award. Paragraph 521.4(J) reads as follows :

By the expression "gross misconduct" shall be meant doing any act prejudicial to the interests of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss.

The charges levelled against the workman were that he had accepted cash across the counter from customers and disposed of them by making credit entries in the relevant pass books with his initial thereon against the balance and/or issuing counterfoils of the relevant credit voucher but not accounted for the amounts so received in any of the records/registers/books of the bank on the respective dates of their receipt. The amount said to have been misappropriated during the period between January 92 to May, 92 which have come to light was Rs. 5,000. Eight instances, where such misappropriation took place and the amounts so misappropriated were furnished in the charge sheet. It was also mentioned that misappropriation of bank funds was highly prejudicial to the interest of the bank in terms of para 521.4(J) of Shastri Award read with para 18.28 of Desai Award. The work-

man was directed to furnish his explanations within 7 days from the date of receipt of memorandum. The management conducted domestic enquiry into the alleged misconduct. The enquiry officer submitted the report on 21.5.93. The Enquiry Officer, based on the evidence adduced before him, came to the conclusion that the charge sheeted employee had received the amounts for crediting into the relevant accounts and the same have not been accounted for in the account books of the bank branch on the respective dates. He had also mentioned that the deposition of the charge sheeted employee that he had not received excess cash on those days on the presumption that excess amount might have been paid was not convincing. He therefore found that the charge sheeted employee was guilty of the charges levelled against him. Based on the enquiry officer's report, the disciplinary authority, through communication No. DPS/RV/47 dated 11th August, 83 proposed the punishment of dismissal without notice and directed the workman to appear before him for personal hearing. The employee appeared before the Disciplinary Authority on 23rd September, 93 and submitted a representation wherein he placed all the points for consideration as well as for exoneration of charges levelled against him. The Disciplinary Authority vide his letter dated 5-11-93 decided to take a lenient view and awarded the penalty of "DISCHARGE by way of punishment" in terms of paragraph 521(5)(C) read with para 521(10)(c) of Shastri Award read with paragraph 18.28 of Desai Award. The employee preferred an appeal before the Dy. General Manager, Regional Office, Vijayawada and Appellate Authority on 20th December, 93. He submitted that the Disciplinary Authority had erred in finding him guilty of the charges and awarded the punishment on the acts/omissions than those incorporated as misconducts. The appellate authority rejected the appeal and confirmed the punishment awarded by the Disciplinary Authority i.e. discharge by way of punishment. Thereafter the employee raised an industrial dispute before the Assistant Labour Commissioner (Central) Vijayawada and reinstated him to intervene in the matter by way of conciliation. Before the conciliation Officer, parties could not reach an amicable settlement but they had, however, agreed to refer the dispute for arbitration under section 10-A of the I.D. Act, 47 and signed an arbitration agreement in form "C". Having agreed to refer the dispute for arbitration, the management had taken a technical plea that the period of 3 months mentioned in arbitration agreement has expired on 23rd February, 95 and they are not prepared for any arbitration in the dispute. The representative of the management attended the arbitration proceedings but did not participate in spite of clarifying the position that the Arbi-

trator is required to give his award within 3 months from the date of the issue of notification by the Government and not from the date of signing the agreement. With the result, the arbitration proceedings were held ex-parte. As mentioned above, the management did not submit their views|arguments inspite of the opportunity given to them for submitting their views. It clearly indicates that the management is prejudiced and did not want to participate in the arbitration proceedings on some technical plea.

The Union challenged the orders of Disciplinary Authority|Appellate Authority in warding the penalty of discharge by way of punishment on the following grounds :—

(1) that the employer had charge sheeted the workman for a misconduct not incorporated in the Standing Orders i.e. Sastri Award and Desai Award. "Misappropriation of bank funds" is not a misconduct under paragraph 521(4)(J) of the Shastri Award read with para 18.28 of Desai Award.

(2) The employer had framed the "shortage of cash" as "misappropriation".

(3) The amount involved is Rs. 4,000 only and the punishment of discharge from service is disproportionate to the shortage occurred.

(4) The lapses have occurred due to heavy pressure of work and do not amount to dishonest actions. The alleged discrepancies pointed out in the charge sheet were brought to the notice of the local management by the workman himself, and the same can be vouchsafed by PEX-V filed by the employer before the Inquiry Officer.

(5) There has been no ulterior motive or mala-fide intention on the part of the workman as he himself had taken interest to bring the matter to the notice of the local management. The Branch Manager had obtained complaints from the customers and initiated disciplinary proceedings.

(6) There was no loss to the bank and the above facts have been brought to the notice of the Inquiry Officer and Disciplinary Authority, but they have not taken cognizance of the same. The customers in question had vouchsafed that it was a mistake occurred due to pressure of work and there was no malafide intention on the workman's part.

In the written arguments the Union submitted that the Shastri Award and Desai Award are the Standing Orders and the same is incorporated in Chapter No. 31 of the Shastri Award wherein procedures for conducting disciplinary action has been laid down. The union further submitted that it is not uncommon for bank staff dealing with cash at counters, to generally encounter with such

instances of cash amount being received either in excess or shortage. But in this particular case for a small shortage of Rs. 4,000 the employer has been given the penalty of discharge for alleged misappropriation. The Union further made the following submissions for consideration :—

(1) that the issuance of charge sheet itself is ultra vires and against the provisions specifically laid down in the matter of charge sheet to workmen.

(2) that the workman so charge sheeted for misappropriation of funds of the bank which is not enumerated in the list of misconducts;

(3) that the amount of Rs. 4000 said to have been misappropriated was made good through the wife of the workman as he had suddenly fallen ill manifests his honesty. It also proves that there was no loss caused to the bank. The depositors of the bank in whose accounts these discrepancies had occurred have also submitted letters to the management stating inter alia that the workman had not misappropriated the funds but it was only an error due to heavy pressure of work.

(4) the disciplinary authority while stating that he had condoned the misconduct, had awarded the punishment of discharge. The punishment awarded to the employee was very much disproportionate to the misconduct said to have been committed.

From the above submissions the following issues arise for consideration :—

(1) Whether the arbitration stands automatically cancelled after the expiry of 3 months period mentioned in the arbitration agreement dated 23-11-94, i.e. on 23-2-95 or the arbitrator is required to give the award within 3 months from the date of issue of notification by the Government?

(2) Whether the issuance of charge sheet and punishment awarded are ultra vires, unconstitutional and against the basic principles governing the conduct of domestic enquiries and principles of fair play and natural justice?

(3) Whether the workman had committed misconduct or not?

(4) Whether the punishment awarded to the employee is proportionate to the misconduct alleged to have been committed?

(1) As regards the first issue, it could be seen that both the parties signed an arbitration agreement on 23-11-94 agreeing to refer the dispute for my arbitration. In the agreement it was mentioned that the Arbitrator shall make his award within a period of 3 months or within

such further time as mutually extended by both the parties in writing. In case the Award is not made within the period mentioned, the reference to the Arbitrator shall stand automatically cancelled and the parties shall be free to negotiate for fresh arbitration. As per sub-section 3 of Section 10-A of Industrial Disputes Act, 1947, the Government is required to publish the arbitration agreement within one month period. For one reason or the other the Government did not publish the agreement within one month from the date of signing the agreement. The Government however, published the arbitration agreement on 22-3-95 and mentioned that the Arbitrator shall make his award within a period of 3 months or within such further time as is mutually extended by both the parties in writing. The three months period mentioned in the arbitration agreement has expired on 23-2-95, i.e. almost one month before the date of publication of the arbitration agreement by the Government. But the management had neither requested the Government not to publish the agreement after expiry of period of 3 months nor raised such a plea even after publication in the Gazette. It is only after fixing the hearing in the matter the management for the first time took a plea that the arbitration agreement stands automatically cancelled. The union on the other hand submitted that the period of three months would not commence from the date of the arbitration agreement but comes into operation from the date the Government publishes the agreement in the Gazette of India. The Form "C" agreement will have its validity only when it is published in the Gazette. The Arbitrator also comes into picture only after the agreement is published in the Gazette and not on date the agreement was signed between the parties. Although the conciliation officer, had taken my consent for arbitration before signing the agreement, arbitration proceedings commence from the date the notification of the government is published in the Gazette. Prior to issuance of such notification by the government, the Arbitrator cannot initiate any action and the proceedings can be commenced only after the gazette notification is published. Normally the period of 3 months is counted from the date the agreement is published in the gazette and not from the date of agreement was signed between the parties. This position was clarified to the management but they had chosen not to participate in the arbitration proceedings. As a premier institution in the entire banking industry the management ought to have participated in the arbitration proceedings and proved how their action in discharging the workman is valid and justified. Instead, on some technical plea, they have chosen not to participate in the arbitration proceedings. As there was no other alternative for the arbitrator the matter has been proceeded ex-parte. The management is not at all justified in taking such a technical plea, and in not participating in the arbitration proceedings.

In case the management wanted to wriggle out of arbitration, they could have requested the Government not to publish the agreement in Gazette. Since the Government have released the arbitration agreement for publication in the Gazette, the arbitration proceedings commenced from the date of publication and the management is barred from taking such a plea. The management is not at all justified in taking such a technical plea.

As regards the second issue, the Union contended that Sastri Award and Desai Award are the standing orders for the banking industry as they led down various misconducts for which the employees are punishable and the procedure to be followed for conducting disciplinary proceedings against the charge sheeted employees and punishments to be awarded to the workmen. The union further contended that the issuance of the charges sheet itself is illegal, ultra vires, unconstitutional, against the basic principles governing domestic enquiries and principles of fair play and natural justice. According to the Union the misappropriation of funds of bank is not a misconduct clearly enumerated in the list of misconducts. In support of their contention they produced a copy of the management's issues forwarded by the Indian Banks Association (IBA) for discussions with the Unions. In the issues submitted by the I.B.A. on 'disciplinary action/conduct' against item no. 8 they have included "misappropriation" in the list of "gross misconducts". Misappropriation was included as one of the items for discussion and thereafter for settlement in the near future. The Union contended that this item under disciplinary action on conduct was included by the IBA after pronouncing the judgement of Supreme Court in the matter of conducting domestic enquiry with regard to the charges not enumerated in the standing orders. In the case between Glaxo Laboratories (I) Ltd., and Labour Court Meerut and others (84-I-LLJ P. 16) and also in the case between A.C. Kalra and Project and Equipment Corporation Ltd. (84-2-LLJ-P. 186), the Supreme Court held that the employer cannot issue a charge sheet to a workman for a misconduct which is not incorporated in the standing orders. In this case, the workman was not charge-sheeted for misappropriation of funds, but for acts prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss. Even though the Inquiry Officer, Disciplinary Authority and Appellate Authority had come to the conclusion that the workman had misappropriated an amount of Rs 5,000 the misconduct quoted in the charge sheet was 'acting prejudicial to the interest of the bank'. The misconduct committed by the employee clearly indicate that he had misappropriated the amounts mentioned in the charge sheet but made good when it was brought to the notice by the customers concerned. The union's contention that the em-

ployee was charge sheeted and awarded penalty for a misconduct not mentioned in the list of misconducts does not appear to be based on correct facts. If the employee had been charge sheeted and awarded punishment only for misappropriation of funds the contention of the union can be accepted. The misconduct mentioned in the charge sheet and sought to have been proved during the domestic enquiry is 'acting prejudicial to the interest of the bank and not misappropriation of funds itself. The contention of the union in this regard is therefore not tenable. The Union, however, submitted that the clause 521(4)(J) of Sastri Award read with para 18.28 of Desai Award is an omnibus clause and such a clause is not permissible according to the judgement of the Supreme Court pronounced in the above mentioned cases. The Supreme Court held that the Standing Orders should not contain such a clause which is omnibus and the employee cannot be awarded punishment for the misconducts which are not specifically enumerated in the list of misconducts in the standing orders. Para 521(4)(J) clearly lays down that the expression "gross misconduct" shall mean doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss". Such a clause cannot be considered as an omnibus clause and the management of SBI appears to be justified in awarding punishment to an employee who has committed an act which is prejudicial to the interest of the bank or negligence or likely to involve the bank in serious loss. Thus there is no merit in this particular contention of the Union. The misconduct in question cannot be considered as an omnibus clause as contended by the union and the union's contention cannot be accepted.

As regards the third contention of the union, I have examined the report of the Inquiry Officer, the domestic inquiry proceedings and the proceedings of the Disciplinary Authority and Appellate Authority. The charge sheet clearly mentions that certain customers had credited cash into their accounts and the workman had made entries to this effect in their passbooks but the same were not reflected in the accounts/registers/records of the bank. The documents filed by the presenting officer before the Inquiry Officer reveal that the workman had received the cash amounts mentioned therein but not reflected in the registers/records of the bank. The union contended that such instances of excess or shortage of cash are not uncommon for the bank staff dealing with cash at counters. The union contended that these lapses occurred mainly because of heavy pressure of work passing through the seat of the workman and there was no malafide on the part of the workman. In support of the above contention the union also produced the letters given by the concerned customers stating that the workman had been giving good service to them and the lapses were only due to the heavy pressure of work and not inter-

tional. The evidence adduced before the Inquiry Officer clearly proved that the employee had received the amounts from the customers but not accounted for the same in the banks registers accounts. This clearly proves that the workman had misappropriated the amounts and acted prejudicial to the interest of the bank. It can also be considered as negligence involving the bank in loss. The workman had not made good the amounts on his own accord. He paid the amounts through his wife, only when the charge sheet was issued to him. It can no doubt, be said that the employee had not caused loss to the bank having made good the loss to the bank. But the fact remains that the employee had misappropriated the cash and thereby acted in prejudice to the interest of the bank and in terms of para 521.4(j) of Sastri Award read with para 18.28 of Desai Award. The misconducts have been clearly proved and there is no iota of doubt or suspicion in this regard. The enquiry had been conducted properly and fairly and complied with principles of natural justice and the misconducts have been amply proved. Not accounting for the cash received cannot be said to be a discrepancy occurred due to pressure of work. It has to be said that the employee misappropriated the amounts in question and thereby acted prejudicial to the interest of the bank.

As regards the fourth issue that the penalty awarded is disproportionate to the misconduct proved, the union contended that the amount involved is not Rs. 5000/- but only Rs. 4,000/- and the punishment awarded to the employee is very much disproportionate to the misconduct committed by him. Disciplinary Authority in the first instance proposed the punishment of dismissal from service but later on after considering the submissions made by the workman, had condoned the misconduct and reduced the penalty to discharge from service while awarding punishment, the disciplinary authority had also kept the previous misconducts committed by the employee in view. The workman had committed similar misconducts earlier and he had been awarded with penalty of reducing his basic pay by two increments. Keeping the earlier punishment in view, the disciplinary authority had come to the conclusion that discharge from service was more appropriate punishment. The Disciplinary Authority and the Appellate Authority stated that the workman was charge sheeted in terms of Memorandum No. EC/RI/157 dated 24th May, 1988 under para 521 (4)(i) of Sastri Award and he had been awarded with the punishment of reducing two increments but the workman had not corrected himself and resorted to the same actions which are prejudicial to the interest of the bank. The Union in their letter dated 12th May, 1995 stated that, number of employees who were charge sheeted earlier under para 521.4(J) of Sastri Award read with para 18.20 of Desai Award on more than one occasion

are still continuing in the employment of the bank and they have not been discharged from service. They furnished few cases where the employees were charge sheeted in the past on more than one occasion for the same offences and a lenient view was taken by the management, and allowed them to continue in the employment. In the case of one Shri K.V. Subba Rao, he was awarded with punishment of stoppage of 3 increments by way of punishment for the charges mentioned in the charge sheet dt. 26-2-83. Subsequently he was again charge sheeted on 11-3-88 and the management inflicted the punishment of withdrawal of special (teller's) allowance for a period of 3 years. Similarly in the cases of S/Shri V. Nageswara Rao, A.V.N. Murthy, V.K. Prithvi Raj, misconduct have been committed under the same para 521(4)(J) of Sastri Award but they have not been discharged from service, and have been awarded with a lesser punishment. In the case of Shri Prithvi Raj, his first punishment was cancellation of two increments, second punishment was stoppage or cancellation of 3 increments and the 3rd punishment was withdrawal of special allowance (teller's allowance) for a period of 5 years. Considering these punishment, it appears that the management of State Bank of India in this particular case had awarded a major penalty of discharge for the same acts which are prejudicial to the interests of the bank. Considering various punishments mentioned above, I am of the view that the punishment awarded to the employee is disproportionate to the misconduct committed and proved. I, therefore, consider it would be more appropriate if the employee is reinstated, in service without any back wages and inflicted with a punishment of "withdrawal of special allowance (teller's allowance) for a period of 5 years as provided for in paragraph 3(1) (b) of Disciplinary Action and Procedure therefor of the 3rd Bipartite settlement dated 31-10-79 read with paragraphs 521(5) of Sastri Award and 18.28 of Desai Award. The workman would not be entitled for any wages during the period of suspension. However, the period between the date of dismissal and the date of reinstatement shall be considered for the purpose of retirement benefits and not for any other purposes. He will also not be entitled for any increments during the period of suspension and till the date of reinstatement. Thus the penalty awarded to the workman Shri Y. Ratna Sai is modified and award is passed accordingly.

Typed to my dictation, given under my hand this the 12th June, 1995.

J. KANAKIAH, Jt. Chief Labour Commissioner
(General) (RETD) and Arbitrator

नई दिल्ली, 18 जुलाई 1995

का.आ. 2098—कर्मचारी राज्य बीमा अधिनियम,
1948 (1948 का 34) की धारा-1 की उपधारा (3)

द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1-8-95 को उस तारीख के रूप में नियत है, जिसको उक्त अधिनियम के अध्याय-4 धारा-44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है (और अध्याय-5 और 6) धारा-76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है। के उपबन्ध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

“जिला रंगा रेड्डी के मेडचल मंडल में राजस्व ग्राम अथेवेली और येलामपेट के अंतर्गत आने वाले क्षेत्र”

[संख्या:एस-38013/43/95/एस.एस.1]

जे.पी. शुक्ला अवर सचिव

New Delhi, the 18th July, 1995

S.O. 2098.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 1995 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely :—

“The areas falling within the revenue Villages of Athevelly and Yellampet in Medchal Mandal of Ranga Reddy District.”

[No. S-38013/43/95-SS.I]
J. P. SHUKLA, Under Secy.

नई दिल्ली, 18 जुलाई, 1995

का.आ. 2099—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1-8-95 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4, धारा-44 और 55 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है (और अध्याय-5 और 6) धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है के उपबन्ध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

“जिला रंगारेड्डी के राजेन्द्रानगर मंडल में राजस्व ग्राम गगनपहाद, मिल-रदेवल्ली, पालेचेरु, लक्ष्मीगुडा, प्रेमवथीपेटा, बापुखमाडाउला, मगबाऊली, शिवरामपल्ली

जागीर और णिवरामपल्लीपीछा के अंतर्गत आने वाले क्षेत्र”।

[संख्या : एस-38013/42/95-एम.एस.-I]]

जे.पी. शुकला, अवर सचिव

New Delhi, the 18th July, 1995

S.O. 2099.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 1995 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chap-

ter V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely :—

“The areas falling within the revenue villages, Gaganpahad, Milardevpally; Pal-lecheru, Lakshmiguda, Premavathipeta; Bamrukhamadowla, Sagbowli, Shivram-palli, Jagir and Shivrampallipigha in Rajendranagar Mandal of Ranga Reddy District.”

[No. S-39013/42/95-SS.I]

J. P. SHUKLA, Under Secy.